



AlaFile E-Notice

01-CV-2026-902109.00

To: KENNETH MARK PARNELL
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

MADELYN GREENE ET AL V. NEBIUS, INC. ET AL
01-CV-2026-902109.00

The following complaint was FILED on 5/13/2026 12:30:00 PM

Notice Date: 5/13/2026 12:30:00 PM

JACQUELINE ANDERSON SMITH
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
716 RICHARD ARRINGTON, JR BLVD
BIRMINGHAM, AL, 35203

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Case:

01

Date of Filing:

05/13/2026

Judge Code:

State of Alabama
Unified Judicial System
Form ARCiv-93 Rev. 9/25

COVER SHEET
CIRCUIT COURT - CIVIL CASE
(Not For Domestic Relations Cases)

Case: 01
Date of Filing: 05/13/2026
Judge Code:

GENERAL INFORMATION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
MADelyn GREENE ET AL v. NEBIUS, INC. ET AL

First Plaintiff: Business Individual Government Other
First Defendant: Business Individual Government Other

NATURE OF SUIT: Select primary cause of action, by checking box (check only one) that best characterizes your action:

TORTS: PERSONAL INJURY

- WDEA - Wrongful Death
- TONG - Negligence: General
- TOMV - Negligence: Motor Vehicle
- TOWA - Wantonness
- TOPL - Product Liability/AEMLD
- TOMM - Malpractice-Medical
- TOLM - Malpractice-Legal
- TOOM - Malpractice-Other
- TBFM - Fraud/Bad Faith/Misrepresentation
- TOXX - Other: _____

TORTS: PERSONAL INJURY

- TOPE - Personal Property
- TORE - Real Property

OTHER CIVIL FILINGS

- ABAN - Abandoned Automobile
- ACCT - Account & Nonmortgage
- APAA - Administrative Agency Appeal
- ADPA - Administrative Procedure Act
- ANPS - Adults in Need of Protective Service

OTHER CIVIL FILINGS (cont'd)

- MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/ Enforcement of Agency Subpoena/Petition to Preserve
- CVRT - Civil Rights
- COND - Condemnation/Eminent Domain/Right-of-Way
- CTMP - Contempt of Court
- CONT - Contract/Ejection/Writ of Seizure
- TOCN - Conversion
- EQND - Equity Non-Damages Actions/Declaratory Judgment/ Injunction Election Contest/Quiet Title/Sale For Division
- CVUD - Eviction Appeal/Unlawful Detainer
- FORJ - Foreign Judgment
- FORF - Fruits of Crime Forfeiture
- MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
- PFAB - Protection From Abuse
- EPFA - Elder Protection From Abuse
- QTLB - Quiet Title Land Bank
- FELA - Railroad/Seaman (FELA)
- RPRO - Real Property
- WTEG - Will/Trust/Estate/Guardianship/Conservatorship
- COMP - Workers' Compensation
- CVXX - Miscellaneous Circuit Civil Case

ORIGIN: F **INITIAL FILING**
A **APPEAL FROM DISTRICT COURT**

P **APPEAL FROM PROBATE COURT**
O **OTHER**

HAS JURY TRIAL BEEN DEMANDED? **YES** **NO**

Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P, for procedure)

RELIEF REQUESTED: **MONETARY AWARD REQUESTED** **NO MONETARY AWARD REQUESTED**

ATTORNEY CODE:

PAR039

5/13/2026 12:29:59 PM

/s/ KENNETH MARK PARNELL

Date

Signature of Attorney/Party filing this form

MEDIATION REQUESTED: **YES** **NO** **UNDECIDED**

Election to Proceed under the Alabama Rules for Expedited Civil Actions: **YES** **NO**

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

MADELYN GREENE and **DAVID BUTLER**,)
 individually and as the proposed representatives)
 of a class of all residential property owners in the)
 affected area defined herein.)

Plaintiffs,)

v.)

CIVIL ACTION NO.: _____

NEBIUS, INC.; NEBIUS GROUP N.V.;)
THE CITY OF BIRMINGHAM, ALABAMA;)
THE ZONING BOARD OF ADJUSTMENT)
OF THE CITY OF BIRMINGHAM;)
ALABAMA ADC HOLDINGS LLC; and)
 FICTITIOUS DEFENDANTS A, B, C,)
 D, and E, being those persons,)
 firms, corporations, limited liability)
 companies, partnerships, or other)
 entities that are the owners, lessees,)
 developers, operators, applicants,)
 affiliates, subsidiaries, parents, or)
 agents of the proposed AI computing)
 campus and associated power)
 substation and switching station)
 at 201, 250, and 260 Milan Parkway)
 and 2500 Venice Road, Birmingham,)
 Alabama, whose true names and)
 legal identities are presently unknown)
 to Plaintiffs but will be substituted)
 by amendment when ascertained,)

TRIAL BY JURY DEMANDED

Defendants.)

CLASS ACTION COMPLAINT FOR DAMAGES,
DECLARATORY JUDGMENT, AND PRELIMINARY
AND PERMANENT INJUNCTIVE RELIEF

COMES NOW the Plaintiffs, Madelyn Greene and David Butler, individually and as the proposed representatives of a class of all residential property owners in the affected area defined herein (“Plaintiffs”), by and through undersigned counsel, and for their Class Action Complaint against Defendants, The City of Birmingham, Alabama (the “City”); the Zoning Board of Adjustment of the City of Birmingham (the “ZBA” or “Board”); Nebius, Inc.; Nebius Group N.V. (Nebius, Inc. and Nebius Group N.V. are collectively referred to as “Nebius”); Alabama ADC Holdings LLC (“Alabama ADC”); Hoar Construction, LLC (“Hoar”); and Fictitious Defendants A through E (collectively with Nebius, Alabama ADC, and Hoar, the “Developer Defendants”), respectfully states as follows:

I. INTRODUCTION

1. This is a class action brought by Madelyn Greene and David Butler, individually and on behalf of all residential property owners in the affected area, to halt and recover damages arising from the unlawful authorization and ongoing construction of a 300-megawatt, twenty-four-hour, seven-day-per-week hyperscale artificial intelligence (“AI”) computing campus, together with a dedicated industrial power substation and high-voltage switching station, on a multi-parcel, approximately 79.33-acre assemblage located at 201, 250, and 260 Milan Parkway and 2500 Venice Road in the Oxmoor Valley area of Birmingham, Alabama (the “Project”).
2. Plaintiffs seek, individually and on behalf of the proposed Class: (a) compensatory damages for diminution in property value, loss of use and enjoyment, emotional distress and other harms caused by the Project; (b) a declaratory judgment that the Project is unlawful under the Birmingham Zoning Ordinance and Alabama law; and (c) preliminary and permanent injunctive relief halting the Project pending compliance with the law.
3. The Project involves three independently fatal zoning violations, any one of which warrants the relief requested.
4. *First*, the demolition of the pre-existing Regions Bank Lakeshore Operations Center on the anchor parcel at 201 Milan Parkway has extinguished any prior-use entitlement on which the Developer Defendants might rely. Under Chapter 9, Article VII, Section 3.A.3 of the Birmingham Zoning Ordinance, a legal nonconforming use “may not be structurally

altered, reconstructed, enlarged, structurally altered or extended to extend the useful life of the use or structure without a variance granted by the Board.” Under Section 4.B of the same Article, any commercial structure damaged “to the extent that the repair of that building or structure is valued at 50 percent or more of its current assessed or appraised value, shall not be restored except in conformity with the regulations of this Ordinance unless a variance is granted for this repair by the Board.” Total demolition exceeds the 50% threshold by definition. No variance has been sought or granted. Whatever entitlement the Developer Defendants claim to inherit from the prior use died with the prior building.

5. *Second*, the property on which the Project is being constructed is zoned MXD (Planned Mixed Use District), a process-intensive, community-sensitive classification. The MXD district requires a Council-approved Conceptual Plan, Development Guidelines, and Development Plans, and strictly regulates the intensity and character of permitted uses. A 300-megawatt industrial AI computing campus—with cooling towers, generator arrays, high-voltage transmission infrastructure, and continuous industrial operations—is not a permitted use within the MXD classification as applied to the Site. The change in use group intensity from Commercial Use Group 2 (general office) to a 300-megawatt continuous industrial operation represents an intensity increase of approximately 1,500% on the energy axis alone, before accounting for water draw, generator capacity, or twenty-four-hour operation. Any such substantial change in use group intensity required a Conceptual Plan amendment under Chapter 4, Article V, Section 7, Subsection 3.D of the Ordinance, adopted only after public hearings before the Zoning Advisory Committee (“ZAC”) and the Birmingham City Council. No such amendment has been adopted.
6. *Third*, and independently, the power substation and switching station that the Project requires fall squarely within the Birmingham Zoning Ordinance’s definition of “Utility Substation” and therefore required approval by the Zoning Board of Adjustment through the special exception process. Nebius filed two such special exception applications with the ZBA: Case No. ZBA2026-00007 (power substation) and Case No. ZBA2026-00006 (switching station). Both applications were heard by the Board on March 26, 2026, and both were denied as a matter of law because neither received the two-thirds (2/3) concurring vote required by Section VII(h) of the ZBA Rules of Procedure and by Ala.

Code § 45-37A-56(b) (1975). The applicant did not timely appeal either denial. The denials are final, binding, and *res judicata*.

7. Notwithstanding those final denials, on April 9, 2026, the Birmingham City Attorney issued an internal memorandum (the “Jurisdictional Memorandum”) purporting to determine—after the fact—that the substation and switching station were not “Utility Substations” under the Ordinance. That post-denial reinterpretation is legally unsound, contradicted by the engineering reality of how the proposed facilities operate, and exceeds the City Attorney’s advisory function. The City Attorney has no independent authority to determine the scope of the Board’s jurisdiction or to declare that matters are outside its purview—that interpretive authority is vested by the Ordinance and by Ala. Code § 45-37A-56 (1975) in the ZBA itself. An internal advisory memorandum is not a substitute for the judicial review process prescribed by Ala. Code § 11-52-81 (1975).
8. On a separate but related track, on March 3, 2026, the Birmingham City Council unanimously adopted Ordinance No. 26-25, a six-month moratorium on new large data center applications (those exceeding twenty (20) megawatts). The moratorium’s stated purpose was to allow the City to develop “clear rules and guardrails” for hyperscale data centers—an admission that no such rules currently exist. Although the City Council was under no legal obligation to exempt the Project from the moratorium, the Council made a discretionary legislative choice to write Ordinance No. 26-25 to exempt applications filed before its effective date. The Council could have chosen to apply the moratorium to all pending and prospective applications, including the Project. The Council’s decision to draft the exemption to capture the Project was a discretionary policy choice, not the recognition of any pre-existing legal right in Nebius. Nebius held no vested rights at the time the moratorium was being considered and adopted; it was an applicant whose review process had not been completed. The City Attorney has expressly confirmed in writing that the moratorium exemption “does not approve any specific project. It only allows those who started the process of regulatory review to continue without an appeal to Council.”
9. The Project is no longer hypothetical. The pre-existing Regions Lakeshore Operations Center has been demolished. The Site is presently being regraded by Hoar Construction. The City of Birmingham issued Hoar a building permit valued at approximately \$7,000,000

in connection with the Project. Each day the Project advances inflicts further irreversible harm on the Site, on Plaintiffss property, and on the property and quality of life of every member of the proposed Class.

10. Plaintiffs and the Class they seek to represent are residential property owners whose homes lie within the geographic area that will be measurably and adversely affected by the Project. Their properties have already suffered, and will continue to suffer, market-recognized diminution in value as the Project advances toward operation. They are presently exposed to construction-phase nuisance harms—dust, noise, vibration, truck traffic, and altered drainage and topography—and will, upon operation, be exposed to ongoing nuisance harms from cooling towers, transformer hum, backup-generator testing and operation, light pollution, electromagnetic interference, water and electrical infrastructure stress, and the wholesale industrialization of a corridor that the City’s own Planning Director has acknowledged was not regulated for such use.

II. PARTIES

11. Plaintiffs Madelyn Greene and David Butler are adult resident citizens of Jefferson County, Alabama. They own and reside at a single-family residence within the geographic area defined herein as the Affected Area. Plaintiffs’ residences are located within auditory, visual, and environmental impact range of the Project. The Plaintiffs bring this action individually and as the proposed Class Representatives on behalf of all residential property owners in the Affected Area.
12. Defendant The City of Birmingham, Alabama (the “City”), is a municipal corporation organized and existing under the laws of the State of Alabama, located in Jefferson County, Alabama. The City is the local governmental entity responsible for enforcing the Birmingham Zoning Ordinance, for issuing building permits and other development approvals, and for ensuring that all land uses within its corporate limits comply with applicable law. The City, through its Department of Planning, Engineering and Permits (“PEP”), issued the building, demolition, and grading permits at issue, and through its City Attorney issued the April 9, 2026 Jurisdictional Memorandum challenged herein.

13. Defendant The Zoning Board of Adjustment of the City of Birmingham (the “ZBA”) is a body created and empowered under Ala. Code §§ 11-52-80 and 45-37A-56 (1975) and the Birmingham Zoning Ordinance to hear and decide applications for variances, special exceptions, and appeals from administrative zoning determinations. The ZBA held the public hearings on the special exception applications that are the subject of this action.
14. Defendant Nebius Group N.V. is a public limited company (naamloze vennootschap) organized under the laws of the Netherlands, headquartered in Amsterdam, and publicly traded on the NASDAQ under the ticker symbol “NBIS.” Nebius is the ultimate parent entity of the Nebius group of companies, which has publicly announced the Project and appeared through representatives before the ZBA in connection with the applications for the power substation and switching station.
15. Nebius, Inc. is a Delaware corporation and is associated with the Nebius group of companies and purports to have an ownership interest in the Site made the basis of this litigation and purports to be associated with the Project.
16. Defendant Alabama ADC Holdings LLC (“Alabama ADC”) is a Delaware limited liability company registered to do business in Alabama and is an affiliate of Nebius. Alabama ADC acquired the four parcels comprising the Site in a coordinated transaction on or about September 30, 2025, for an aggregate purchase price of approximately \$90,000,000. Alabama ADC holds legal or equitable title to one or more of the parcels comprising the Site and is the development entity through which the Project is being implemented in Alabama.
17. Defendant Hoar Construction, LLC (“Hoar”) is an Alabama limited liability company with its principal place of business in Birmingham, Alabama. Hoar is the general contractor performing demolition, grading, site preparation, and construction work on the Site in furtherance of the Project. Hoar is the recipient of the approximately \$7,000,000 building permit issued by the City in or about April 2026 (the “\$7M Permit”), and Hoar is presently mobilized at the Site performing work in furtherance of the Project.
18. Fictitious Defendants A, B, C, D, and E are those persons, firms, corporations, limited liability companies, partnerships, joint ventures, or other legal entities that are owners,

lessees, developers, operators, applicants, affiliates, subsidiaries, parents, contractors, subcontractors, or agents of the Project or the Site, whose true names and legal identities are presently unknown to Plaintiffs after reasonable investigation but whose wrongful conduct contributed to or is responsible for the matters set forth in this Complaint. Plaintiffs will amend this Complaint to substitute their true names when ascertained, pursuant to Rule 9(h) of the Alabama Rules of Civil Procedure.

III. JURISDICTION AND VENUE

19. This Court has subject-matter jurisdiction over this action pursuant to Ala. Code § 12-11-30 (1975) (general equity and law jurisdiction of the circuit courts), Ala. Code §§ 6-6-220 et seq. (1975) (Alabama Declaratory Judgment Act), the Court's inherent equitable power to issue injunctive relief, and its general jurisdiction over claims sounding in tort, including nuisance and trespass.
20. Venue is proper in Jefferson County, Alabama, pursuant to Ala. Code §§ 6-3-2 and 6-3-7 (1975), because the real property that is the subject of this action is located in Jefferson County; the Defendant City of Birmingham is located in Jefferson County; the acts and omissions complained of occurred in Jefferson County; and Plaintiffs and the members of the proposed Class reside or own real property in Jefferson County.

IV. CLASS ACTION ALLEGATIONS

21. Plaintiffs brings this action individually and as a class action pursuant to Rule 23(a) and Rule 23(b)(2) and (b)(3) of the Alabama Rules of Civil Procedure on behalf of the following Class (the "Class"):

All persons and entities who, as of the date of filing of this Complaint, own residential real property located within the Affected Area, defined as the geographic area lying within the City of Birmingham in the Oxmoor Valley corridor and currently possessing a zoning classification by the City of Birmingham as MXD and surrounding residential neighborhoods of Birmingham, Alabama. Excluded from the Class are: (i) the Defendants and their officers, directors, members, affiliates, and employees; (ii) any judicial officer presiding over this action and the members of his or her

immediate family; and (iii) the legal representatives, heirs, successors, or assigns of any excluded persons.

22. Plaintiffs reserve the right to modify or amend the definition of the Class and the boundaries of the Affected Area, including by reference to specific census blocks, zoning districts, school attendance zones, or expert-defined zones of impact, as further factual development, expert analysis, and discovery may warrant.

Numerosity — Rule 23(a)(1)

23. The members of the proposed Class are so numerous that joinder of all members is impracticable. Plaintiffs are informed and believe, and on that basis aver, that the Affected Area contains hundreds of owner-occupied residential parcels. While the precise number of Class members is presently unknown to Plaintiffs, that number is readily ascertainable from the Jefferson County tax assessor's records, the City's zoning maps, and other public records.

Commonality — Rule 23(a)(2)

24. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. Common questions include, without limitation:
- (a) Whether the demolition of the Regions Lakeshore Operations Center, in the absence of a variance granted by the Board, extinguished any legal nonconforming use status under Chapter 9, Article VII, Sections 3.A.3 and 4.B of the Birmingham Zoning Ordinance;
 - (b) Whether the Project is a permitted use within the MXD zoning classification as applied to the Site;
 - (c) Whether the change in use group intensity from the prior Commercial Use Group 2 use to a 300-megawatt continuous industrial operation required a Conceptual Plan amendment under Chapter 4, Article V, Section 7, Subsection 3.D of the Ordinance, adopted only after public hearings before the Zoning Advisory Committee and the City Council;

- (d) Whether the proposed power substation and switching station are “Utility Substations” within the meaning of the Birmingham Zoning Ordinance;
- (e) Whether the phrase “for distribution to individual neighborhoods” in the Ordinance’s definition of “Utility Substation” is a geographic descriptor of distribution-scale infrastructure or a customer-count threshold limiting application of the definition to facilities serving multiple end users;
- (f) Whether the proposed facilities, regardless of customer count, materially affect the public distribution grid serving the surrounding neighborhoods through fault current loading, harmonic propagation, voltage regulation, and protection coordination;
- (g) Whether the ZBA had jurisdiction over Case Nos. ZBA2026-00007 and ZBA2026-00006, and whether the March 26, 2026 denials of those applications are final, binding, and *res judicata*;
- (h) Whether the City Attorney exceeded her advisory function by issuing a post-vote jurisdictional determination that purports to nullify the Board’s exercise of jurisdiction;
- (i) Whether the April 9, 2026 Jurisdictional Memorandum of the Birmingham City Attorney is without legal effect insofar as it purports to reverse, nullify, or circumvent the ZBA’s denials;
- (j) Whether the building, demolition, and grading permits issued by the City for the Project, including without limitation the \$7M Permit issued to Hoar, are null and void as having been issued without lawful zoning authority;
- (k) Whether the Project, as constructed and as proposed to be operated, constitutes a public and private nuisance to the residential properties in the Affected Area;
- (l) Whether the Defendants’ conduct constitutes a continuing trespass through invasion of the Affected Area by dust, noise, vibration, light, electromagnetic emissions, and other physical intrusions;

- (m) Whether the Defendants are jointly and severally liable for the harms suffered by the Class;
- (n) Whether the City and the ZBA are estopped from authorizing the Project under existing zoning by their own contemporaneous admissions, including those embodied in Ordinance No. 26-25 and the Proposed Data Center Ordinance, and whether the City Council's discretionary legislative choice to exempt pre-filed applications from the moratorium confers or evidences any vested rights in the Developer Defendants;
- (o) Whether Plaintiffs and the Class are entitled to declaratory and injunctive relief; and
- (p) Whether Plaintiffs and the Class are entitled to compensatory damages, and the proper methodology for the determination of class-wide damages, including, but not limited to, by reference to a market-based assessment of property-value diminution attributable to the Project.

Typicality — Rule 23(a)(3)

- 25.** Plaintiffs' claims are typical of the claims of the Class. Plaintiffs and each member of the Class own residential real property within the Affected Area; each is exposed to the same Project, the same conduct of the Defendants, and the same legal violations; and each has suffered, and will continue to suffer, harms of the same character—diminution in property value, loss of use and enjoyment, and exposure to construction-phase and operational nuisance—arising out of the same operative facts and the same legal theories. Plaintiffs' injuries are not unique; they are illustrative of the injuries sustained by the Class as a whole.

Adequacy — Rule 23(a)(4)

- 26.** Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have no interests antagonistic to or in conflict with those of the Class, has retained competent counsel experienced in class action and complex civil litigation, and is committed to vigorously prosecuting this action. Plaintiffs' counsel has the experience, resources, and willingness to represent the Class through trial and any appeals.

Rule 23(b)(2) — Final Injunctive and Declaratory Relief

27. Class certification is appropriate under Rule 23(b)(2) of the Ala. R. of Civ. P. because the Defendants have acted, or refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief and corresponding declaratory relief with respect to the Class as a whole. The conduct challenged—the City’s authorization of the Project, the issuance of permits without lawful zoning authority, and the Developer Defendants’ construction in violation of the Ordinance—applies uniformly to the Class, and the declaratory and injunctive relief sought, including a halt to construction and a declaration that the Project is unlawful, will benefit each Class member in the same manner.

Rule 23(b)(3) — Predominance and Superiority

28. Class certification is also appropriate under Rule 23(b)(3) of the Alabama Rules of Civil Procedure because the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
29. Predominance is satisfied because the central liability questions—whether the Project is unlawful under the Birmingham Zoning Ordinance, whether the City’s permits are void, whether the Project constitutes a nuisance and trespass to residential properties within a defined geographic radius, and whether the Defendants are jointly and severally liable—are common to all Class members and will be resolved with the same evidence. Damages, while measurable on a property-by-property basis, are amenable to class-wide proof through accepted real-estate valuation methodologies, including hedonic regression, repeat-sales analysis, paired-sales analysis, and zone-of-impact mapping.
30. Superiority is satisfied because (a) Class members’ individual damages, while real, are likely to be modest in relation to the cost and complexity of individual litigation against well-resourced municipal and corporate defendants; (b) prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications and would impair the ability of other Class members to protect their interests; (c) all Class members reside in or own property in a single, defined geographic area within the same

county and the same court's jurisdiction; and (d) the concentration of the litigation in this forum is desirable both for judicial economy and for the orderly enforcement of the Birmingham Zoning Ordinance.

31. Plaintiffs are unaware of any difficulty that would be encountered in the management of this action as a class action that would not also exist, and to a far greater degree, in the management of hundreds or thousands of individual actions. The Class is readily ascertainable from public real-property records; notice can be effected through a combination of mail, publication, and digital means; and the common questions of liability and the use of class-wide damages methodologies will permit efficient adjudication.

V. FACTUAL ALLEGATIONS

The Site and the Affected Area

32. The subject property is a multi-parcel, approximately 79.33-acre assemblage located at 201 Milan Parkway (the anchor parcel housing the former Regions Lakeshore Operations Center), 250 Milan Parkway, 260 Milan Parkway, and 2500 Venice Road in the Oxmoor Valley area of Birmingham, Alabama (the "Site"). The Site is part of the Oxmoor Corporate Park.
33. Defendant Alabama ADC acquired all four parcels in a coordinated transaction on or about September 30, 2025, for an aggregate purchase price of approximately \$90,000,000, from sellers including Regions Bank, UAB/UAB Research Foundation, and U.S. Steel.
34. The Site is zoned MXD (Planned Mixed Use District) under the Birmingham Zoning Ordinance. The MXD is a process-intensive, community-sensitive classification that requires a Council-approved Conceptual Plan, Development Guidelines approved by the Director of Planning, Engineering and Permits, and Development Plans approved for each phase before any development may proceed.
35. The prior and most recent use of the 201 Milan Parkway anchor parcel was the Regions Bank Operations Center, a Commercial Use Group 2 (general office and operations) facility consistent with the MXD framework. The remaining parcels were vacant, underutilized, or institutionally held.

36. The Site lies in close proximity to established residential neighborhoods in Birmingham, including residential blocks lying within several hundred feet of one or more of the parcels. Plaintiffs and the members of the Class own residential property within the Affected Area, defined as the geographic area lying within the City of Birmingham in the Oxmoor Valley corridor and currently possessing a zoning classification by the City of Birmingham as MXD and surrounding residential neighborhoods of Birmingham, Alabama.

The Project

37. The Project is a 300-megawatt, twenty-four-hour, seven-day-per-week hyperscale AI computing campus, marketed publicly as the “Birmingham AI Factory” or “BHM01,” consisting of multiple data center buildings, a dedicated industrial power substation, a high-voltage switching station, on-site backup-generator infrastructure, fuel storage, cooling systems, and supporting facilities.
38. The Project’s 300-megawatt energy demand is more than fifteen times the twenty (20) megawatt threshold the City Council has identified as the trigger for special regulatory scrutiny under Ordinance No. 26-25. The Project will draw electricity comparable to that consumed by a small city, will require substantial water and stormwater infrastructure, and will operate continuously, including throughout overnight hours.
39. The Project, as constructed and as proposed to be operated, will produce continuous and intermittent noise, vibration, electromagnetic emissions, light pollution, heat plume effects, generator emissions, and truck traffic. These effects will radiate into the Affected Area in measurable degrees that diminish residential property values, impair the use and enjoyment of residential property, and impose construction-phase and operational nuisance on Plaintiffs and the Class.

The Demolition of the Regions Operations Center Extinguished Any Prior-Use Entitlement

40. The Birmingham Zoning Ordinance, at Chapter 9, Article VII, governs Legal Nonconforming Uses and Structures. Section 1 of that Article expressly limits the protection of nonconforming uses, providing that such uses “shall be subject to the following limitations and controls in order to protect and preserve the full use and enjoyment of nearby properties.”

41. Section 3.A.3 of Article VII provides, in pertinent part:

“A legal nonconforming use, structure, or premise may not be structurally altered, reconstructed, enlarged, structurally altered or extended to extend the useful life of the use or structure without a variance granted by the Board.”

42. Section 4.B of Article VII provides, in pertinent part:

“Any commercial, manufacturing and or industrial building or structure damaged by explosion, fire, act of God, or public enemy, to the extent that the repair of that building or structure is valued at 50 percent or more of its current assessed or appraised value, shall not be restored except in conformity with the regulations of this Ordinance unless a variance is granted for this repair by the Board.”

43. The pre-existing Regions Lakeshore Operations Center has been fully demolished by or at the direction of the Developer Defendants. Total demolition exceeds the 50% threshold contemplated by Section 4.B by definition: a fully demolished structure cannot be repaired at less than 100% of its assessed value, because there is no structure remaining to repair.
44. No variance has been sought from or granted by the Board to authorize the reconstruction, replacement, or substitution of the demolished structure with a 300-megawatt hyperscale AI computing facility.
45. Accordingly, even assuming *arguendo* that the prior Regions facility carried any form of nonconforming-use entitlement—which Plaintiffs deny, because the Regions facility was a conforming Commercial Use Group 2 use under the MXD classification, not a nonconforming use—any such entitlement was extinguished by the demolition under Section 3.A.3 and Section 4.B.
46. The Developer Defendants’ “grandfathering” theory therefore fails on the face of the Ordinance and on the basis of an undisputed factual record. Whatever entitlement the Developer Defendants claim to inherit from the prior use died with the prior building. Any new construction on the Site must conform to current Ordinance requirements, including

the MXD Conceptual Plan amendment process and, where applicable, the special exception process.

The MXD Zoning Violation

47. Under the Birmingham Zoning Ordinance, the MXD district is intended for “large, master-planned developments that blend residential, office, commercial, cultural, and industrial uses,” and that emphasize “efficient services, natural resource protection, and community interaction.” Permitted uses are those identified in the Council-approved Conceptual Plan; substantial deviations from approved uses require an amendment to the Conceptual Plan, accompanied by public hearings before the Zoning Advisory Committee and the Birmingham City Council.
48. Chapter 4, Article V, Section 7, Subsection 3.D of the Ordinance expressly provides that no amendment to a Conceptual Plan shall be made without public hearings before the ZAC and the City Council where the proposed amendment would, among other things:
 - (a) “increase the overall densities or intensity of uses by more than ten percent (10%) of the Council approved Conceptual Plan”; or
 - (b) “alter the MXD’s relationships to adjacent developed property or relationships to planned uses.”
49. The change in use group intensity from the prior Regions Bank Operations Center—a Commercial Use Group 2 office facility consuming under twenty (20) megawatts of electricity—to a 300-megawatt continuous-operation industrial AI computing campus represents an intensity increase of approximately 1,500% on the energy axis alone, before accounting for water draw, generator capacity, twenty-four-hour operation, transformer hum, cooling-tower noise, or any other operational characteristic. This is not a minor amendment under Subsection 3.D and cannot be made administratively by the Director. It requires public hearings before the ZAC and the City Council.
50. No Conceptual Plan amendment has been adopted authorizing a 300-megawatt hyperscale AI computing campus, a dedicated industrial power substation, or a high-voltage switching

station at the Site. The Project is not consistent with any approved Development Plan for any phase of the Oxmoor Corporate Park MXD.

51. The Project is not the kind of “industrial” use the MXD ordinance contemplates. The MXD ordinance contemplates industrial uses that are integrated into a master-planned, mixed-use environment oriented toward community interaction and natural resource protection. A single-purpose, energy-intensive, continuously operating industrial computing campus with high-voltage transmission infrastructure and backup generator arrays is incompatible with that framework.
52. Moreover, the most permissive use group within the MXD framework potentially applicable to the Project—Commercial Use Group 3, “Commercial/Limited Manufacturing Use”—expressly limits light manufacturing uses to those that “do not create any danger to health or safety in surrounding areas and which do not create any objectionable noise, vibration, smoke, dust, odor, heat or glare, or release any pollutant which would require a permit from a state or federal agency.” The Project’s own publicly committed operational characteristics—twenty-four-hour mechanical operations, extensive generator arrays, cooling-tower noise and heat plumes, and high-voltage transmission infrastructure—are in direct and irreconcilable tension with this standard.

The Special Exception Denials and the Substation Violation

53. Title 1, Chapter 1, Article III, Section 1, Item 218 of the Birmingham Zoning Ordinance defines a “Utility Substation” as follows:

“Utility Substation. A facility that regulates electric current, telephone switching or natural gas pressure for distribution to individual neighborhoods.”

54. The proposed power substation and switching station fall squarely within that definition. Each is a facility that regulates electric current: each receives high-voltage electricity from the utility’s transmission or distribution lines, steps down or routes that electricity through transformers, circuit breakers, voltage regulators, and protective relay systems, and connects to the public distribution infrastructure serving the surrounding neighborhoods.

55. The phrase “for distribution to individual neighborhoods” in Item 218 is a geographic descriptor of distribution-scale infrastructure—as distinct from regional transmission-scale infrastructure—not a customer-count threshold. The phrase distinguishes local step-down facilities from long-haul transmission switching yards. It does not establish a requirement that a facility serve multiple end users to fall within the definition.
56. This reading is reinforced by the structure of the definition itself. Item 218 covers three distinct utility categories in a single sentence—“electric current, telephone switching or natural gas pressure”—and uses “distribution to individual neighborhoods” to describe the local end-use context across all three. A natural-gas regulator serving a single large industrial customer located within a neighborhood is no less a regulator “for distribution to individual neighborhoods” because of the identity or count of its end customer. The same is true of the electrical infrastructure proposed at the Site.
57. The reading is further reinforced by the absence of limiting language. Other definitions in the Birmingham Zoning Ordinance expressly use phrases like “the general public,” “public access,” or similar language when the drafters intended to restrict a definition to publicly serving facilities. Item 218 contains no such limiting language. Under the Ordinance’s own rules of construction at Title 1, Chapter 1, Article I, Section 5—which provide that words shall be “construed according to the common and approved usage of the language”—and under standard canons of construction, the absence of limiting language is dispositive: where drafters chose not to include a single-user exclusion, none can be read into the definition.
58. The structural treatment of substations elsewhere in the Ordinance confirms this reading. Title 1, Chapter 1, Article II, Section 17 of the Ordinance addresses “Utility Structures”—poles, wires, conduits, pole-mounted transformers, and similar infrastructure—and expressly carves out “buildings or electric substations” from that section’s blanket permission. The Ordinance thus affirmatively distinguishes electric substations as a separate, individually regulated category requiring special exception review through the ZBA process. The proposed facilities fall within that category.

59. The City Attorney’s contrary reading—that the proposed facilities are not “Utility Substations” because they purportedly serve a single user—imports a customer-count limitation that the Ordinance text does not contain, ignores the geographic and scale-based meaning of “individual neighborhoods,” and contradicts the engineering reality of how the proposed facilities operate.

The Proposed Facilities Materially Affect the Public Distribution Grid Serving the Affected Area

60. Regardless of customer count or commercial arrangement, the proposed power substation and switching station are physically interconnected with the public utility distribution infrastructure that serves the surrounding neighborhoods. That interconnection is not merely administrative. It is the physical mechanism by which the proposed facilities affect every other customer sharing the same distribution feeders.
61. **Fault current loading.** When a short circuit or equipment failure occurs anywhere on a shared distribution feeder, a surge of current—called fault current—flows through every piece of equipment on that feeder until protective devices interrupt it. Every transformer, circuit breaker, and relay on the feeder is rated to handle fault current only up to a specific limit. The connection of a large new load through a private substation increases the fault current that flows through shared equipment during a fault event. Exceeding those ratings can cause catastrophic equipment failures that cascade into widespread outages affecting every customer on the feeder. The proposed substation will have the same fault current impact on the shared grid as a publicly owned substation of comparable capacity.
62. **Harmonic propagation.** Large industrial computing loads connected through private substations routinely introduce power quality disturbances onto the shared distribution grid, including harmonic distortions produced by variable-frequency drives, rectifiers, and other nonlinear loads. Harmonics arising within a customer’s installation propagate onto the network and affect other customers on the same subsystem.
63. **Voltage regulation.** When a large facility draws heavily on the distribution grid, or rapidly varies its demand, it causes voltage fluctuations across the entire feeder, affecting the quality of service delivered to every other customer on the same circuit. Residential customers may experience flickering lights, equipment damage, or brownout conditions.

The utility's voltage regulation equipment—tap changers, capacitor banks, line regulators—is sized for existing loads, and a major new connection can exceed its regulation capacity.

- 64. Protection coordination.** A switching station's fault isolation function integrates it into the grid's shared protection architecture. Miscoordinated relay settings at a private switching station can cause neighboring substations' protective devices to fail during a fault event—potentially causing wider outages affecting customers throughout the distribution area.
- 65.** Accordingly, the proposed power substation and switching station, regardless of customer count or commercial arrangement, are facilities that distribute electricity to and materially affect the infrastructure serving the surrounding neighborhoods. They are “Utility Substations” within the meaning of Item 218 of the Ordinance and required special exception approval by the ZBA.
- 66.** Furthermore, zoning approvals run with the land and the physical use, not with the current owner's stated business model. Even accepting the Developer Defendants' current characterization of the facilities as “single-customer,” nothing in the Ordinance, the building permits issued by the City, or any recorded covenant constrains the Developer Defendants from later expanding the facilities' customer base. A facility that may become a multi-customer substation tomorrow—without ever undergoing special exception review—has obtained, by interpretation, an entitlement the Ordinance does not permit. The procedural protections of the special exception process must attach now, when the physical character of the use is being determined, not after the fact when ownership or commercial arrangements have changed.

The ZBA Denials, the City Attorney's Memorandum, and the Excess of Advisory Authority

- 67.** Nebius filed two special exception applications for the substation and switching station with the ZBA, designated Case Nos. ZBA2026-00007 (substation) and ZBA2026-00006 (switching station). The ZBA held a public hearing on March 26, 2026.
- 68.** Pursuant to Section VII(h) of the ZBA Rules of Procedure and Ala. Code § 45-37A-56(b) (1975), approval of a special exception requires the concurring vote of two-thirds (2/3) of

the members present. Neither of Nebius’s applications received the required two-thirds concurrence on March 26, 2026. As a matter of law, both applications were denied. Nebius did not timely petition for writ of certiorari under Ala. Code § 11-52-81 (1975) within fifteen days, and the time to do so has expired. The denials are final, binding, and *res judicata*.

69. The Board exercised jurisdiction over both cases without contemporaneous objection. Both parties appeared, evidence was presented, arguments were made, and votes were taken. At no point during the March 26, 2026 hearing did the City Attorney’s office advise the Board that it lacked jurisdiction.
70. On April 9, 2026, the Birmingham City Attorney issued an Interoffice Memorandum (the “Jurisdictional Memorandum”) opining—after the fact and after the denial votes had been cast—that the substation and switching station were not “Utility Substations” under the Ordinance because they purportedly serve a single user, and that “these matters should not have been before the Zoning Board of Adjustments.”
71. The Jurisdictional Memorandum is legally erroneous and exceeds the City Attorney’s advisory function. Zoning-interpretive authority over the provisions of the Birmingham Zoning Ordinance is vested by the Ordinance itself and by Ala. Code § 45-37A-56 (1975) in the ZBA, not in the City Attorney’s office. The City Attorney serves in an advisory capacity and provides guidance to the Board and to other city officials; she does not have independent authority to determine the scope of the Board’s jurisdiction or to declare that matters are outside its purview.
72. By issuing a post-vote memorandum advising that the matters “should not have been before” the Board, the City Attorney effectively purported to issue a jurisdictional ruling—a function that belongs to the Board itself and that is subject to judicial review under Ala. Code § 11-52-81 (1975), not to administrative reversal by advisory memorandum.
73. If the Jurisdictional Memorandum were accepted as legally effective, the consequence would be that both proposed facilities could proceed without any zoning approval— notwithstanding the Board’s public-hearing process, notwithstanding the participation of neighboring property owners who appeared at the hearing, and notwithstanding the Board’s

denial votes—with the Board’s denial functionally erased not by judicial review applying legal standards but by an internal administrative memorandum issued only after the denial occurred. That outcome is incompatible with the procedural safeguards Ala. Code § 11-52-81 (1975) was enacted to protect.

74. The Jurisdictional Memorandum cannot operate as an administrative reversal of a final, unappealed Board decision. The April 9, 2026 memorandum is without legal force or effect insofar as it purports to reverse, nullify, or circumvent the ZBA’s denials.

The Moratorium, the Council’s Discretionary Exemption, and the City’s Express Disclaimer

75. On March 3, 2026, the Birmingham City Council unanimously adopted Ordinance No. 26-25, imposing a six-month moratorium on new large data center applications (those exceeding twenty (20) megawatts). The moratorium’s stated purpose was to allow the City to develop “clear rules and guardrails” for hyperscale data centers. The City Planning Director publicly stated that the moratorium’s objective was to ensure clear rules and guardrails “rather than relying on a case-by-case interpretation.”
76. Although the City Council was under no legal obligation to exempt any pending application from the moratorium, the Council chose to draft Ordinance No. 26-25 with a filing-date carve-out that exempted applications filed before the moratorium’s effective date. The Council could lawfully have written the moratorium to apply to all pending and prospective applications, including the Project. At the time the moratorium was being considered and adopted, Nebius held no vested rights: it was a pending applicant whose review process had not been completed, no Conceptual Plan amendment had been adopted authorizing its use, no special exception had been granted for the required Utility Substations, and the City Attorney had not yet issued the April 9, 2026 Jurisdictional Memorandum. The Council’s decision to draft the exemption to capture the Project was therefore a discretionary legislative choice and not a legal accommodation of any pre-existing entitlement. To remove any doubt as to that point, on April 9, 2026, the City Attorney issued a separate Interoffice Memorandum (the “Grandfather Memorandum”) expressly confirming that the procedural exemption “does not approve any specific project. It only allows those who started the process of regulatory review to continue without an appeal to Council.”

77. The Grandfather Memorandum is a written admission by the City’s chief legal officer that the Project has not received substantive zoning approval. It expressly disavows any approval effect of the moratorium exemption and confirms that the “process of regulatory review” required for the Project remains unfinished. The Project is not a 300-megawatt hyperscale facility that has been duly approved; it is a 300-megawatt hyperscale facility that has been allowed to continue an as-yet-unfinished review while every other applicant is barred from filing for the same use.
78. The Grandfather Memorandum forecloses any argument by the Developer Defendants that they have a vested right or reasonable reliance interest in the Project. The Developer Defendants cannot reasonably rely on a permit that the City’s own chief legal officer has expressly stated in writing is not an approval. Moreover, because the Council’s filing-date exemption was a discretionary legislative choice rather than the recognition of any pre-existing entitlement, the Developer Defendants cannot invoke the exemption itself as evidence of vested rights. The exemption was the legislative creation of a procedural pathway, not the ratification of an underlying substantive right. A regulatory benefit conferred by discretionary legislative grace cannot be re-characterized by its beneficiary as a vested right that pre-existed the legislative grant.

The Proposed Data Center Ordinance and the City’s Active Effort to Strip the Public-Hearing Protection It Embodies

79. Following adoption of the moratorium, the City’s Planning Department, working with the Planning & Zoning Commission, drafted a comprehensive new data center ordinance (the “Proposed Data Center Ordinance”) and publicly noticed it for City Council consideration. The Proposed Data Center Ordinance, as recommended by the Planning & Zoning Commission, would, among other things, require Special Exception approval, with a public hearing, for hyperscale data centers proposed in mixed-use development and light industrial zoning districts (the very districts in which the Project is sited); impose a minimum 1,000-foot setback from any residential zoning district or urban neighborhood district; require a minimum five-acre lot and expressly forbid satisfying that minimum through aggregation of non-contiguous parcels; and impose detailed substantive requirements on hyperscale facilities addressing water use, closed-loop cooling, stormwater discharge, on-site backup-power generation, noise mitigation, electrical

demand disclosure, ultimate build-out disclosure, and pre- and post-construction noise studies.

- 80.** The Site itself is exactly the kind of non-contiguous, four-parcel assemblage that the Proposed Data Center Ordinance would expressly disallow. The Proposed Data Center Ordinance is, in effect, the City’s own diagnostic of the regulatory gap that the Project is exploiting.
- 81.** On April 28, 2026, after hearing testimony from dozens of concerned residents at a public hearing on the Proposed Data Center Ordinance, the Birmingham City Council voted unanimously to postpone a vote on the Proposed Data Center Ordinance until early June 2026. The new draft is expected to be released in May 2026 and the soonest the Council could approve any data center regulations is in June 2026. As of the filing of this Complaint, no comprehensive data center ordinance has been adopted, and no substantive standards specific to hyperscale data centers exist under Birmingham law.
- 82.** Notwithstanding the Planning & Zoning Commission’s recommendation, Mayor Randall Woodfin publicly opposed the Special Exception requirement contained in the Proposed Data Center Ordinance. At the April 28, 2026 City Council meeting, Mayor Woodfin stated that the Special Exception requirement “unintentionally politicizes” the approval process and “can be seen as anti-growth.” Following those statements, the Mayor’s administration publicly indicated that City staff are now seeking to replace the Special Exception process for hyperscale data centers with administrative review, and that staffers are considering, in lieu of public hearings, a requirement that developers provide direct notice to adjacent property owners. The Southern Environmental Law Center, in a written communication dated on or about May 7, 2026, publicly urged the Council not to remove the Special Exception requirement, observing that the substitution of administrative review for the Special Exception process “would eliminate a public process in favor of a governmental checklist, reducing residents’ ability to legally challenge projects by limiting their role to receiving notice, rather than participating in hearings.”
- 83.** The City’s present effort to remove the Special Exception requirement from the Proposed Data Center Ordinance is itself probative of the matters at issue in this action. The City’s

own Planning & Zoning Commission has identified the Special Exception process—with mandatory public hearing—as the minimum procedural protection appropriate for hyperscale data center development. The Mayor’s administration is actively seeking to strip that protection from the framework before the framework is enacted. The result, if the Mayor’s position prevails, will be that no Birmingham resident—including Plaintiffs and the members of the Class—will ever have had a meaningful, public, quasi-judicial opportunity to be heard before a 300-megawatt hyperscale facility is sited adjacent to their homes. Whatever course the Council ultimately takes on the Proposed Data Center Ordinance, the existing Birmingham Zoning Ordinance does not authorize the Project and does not contain substantive standards adequate to govern it; and the Defendants cannot rely on a future, not-yet-adopted, and actively contested ordinance to justify the construction the Developer Defendants have already begun.

Demolition, Grading, and the \$7 Million Permit Issued to Hoar

84. The pre-existing Regions Lakeshore Operations Center building has been demolished. The historic structure on the 201 Milan Parkway anchor parcel—the prior Commercial Use Group 2 use under the MXD framework—is gone.
85. The Site is presently being regraded, with active grading, earthmoving, and site preparation work being conducted by Hoar. Such work is, by its nature, irreversible: once the existing topography, vegetation, drainage patterns, and tree cover have been disturbed, they cannot be meaningfully restored.
86. On or about April 2026, the City of Birmingham issued to Hoar a building permit valued at approximately \$7,000,000 in connection with the Project (the “\$7M Permit”). The \$7M Permit was applied for in or about January 2026, in advance of the moratorium’s effective date. The \$7M Permit is being acted on. Hoar is mobilized at the Site and is performing site preparation work in furtherance of the Project.
87. The \$7M Permit was issued by the City notwithstanding (a) the absence of any Conceptual Plan amendment authorizing the proposed use; (b) the demolition of the prior structure, which extinguished any nonconforming-use entitlement under Chapter 9, Article VII, Sections 3.A.3 and 4.B of the Ordinance; (c) the final denial of the substation and switching

station special exception applications by the ZBA; and (d) the City Attorney's express written acknowledgment that the moratorium exemption "does not approve any specific project." The \$7M Permit is therefore void.

Injury to Plaintiffs and the Class

- 88.** Plaintiffs and the members of the Class have suffered, and will continue to suffer, the following injuries as a direct and proximate result of the Defendants' conduct:
- (a) Diminution in the fair market value of their residential properties, attributable to the Project's announcement, the demolition of the prior structure, the active grading, the issuance of the \$7M Permit, and the publicly committed character of the Project as a 300-megawatt hyperscale industrial computing campus on a parcel previously occupied by a low-impact corporate office use;
 - (b) Loss of use and enjoyment of their residential properties, including disturbance from construction-phase dust, noise, vibration, truck traffic, and altered drainage and topography;
 - (c) Anticipated and partly already realized loss of use and enjoyment from operational nuisances, including continuous transformer hum, cooling-tower noise and emissions, generator testing and operation, light pollution, electromagnetic emissions, heat-plume effects, and the documented effects on the public distribution grid from fault current loading, harmonic propagation, voltage regulation disturbance, and protection-coordination interference described above;
 - (d) Stigma and loss of marketability arising from the publicly committed character of the Project and from the City's issuance of permits without lawful zoning authority;
 - (e) Impairment of the residential character of the Affected Area, including impairment of the natural, scenic, environmental, and community character of the Oxmoor Valley corridor; and
 - (f) Loss of the procedural protections to which they were entitled under the Birmingham Zoning Ordinance, including the public-hearing protections of the

MXD Conceptual Plan amendment process and the special exception process before the ZBA.

89. These injuries are common in character to all Class members, vary in degree by reference to objective factors (proximity to the Site, line of sight, prevailing wind direction, comparable sales) that are amenable to class-wide methodology, and were caused by Defendants' unlawful conduct.

VI. CAUSES OF ACTION

COUNT I — Declaratory Judgment (Demolition-Extinguishment of Prior-Use Status Under Chapter 9, Article VII, Sections 3.A.3 and 4.B)

(Against the City and the Developer Defendants)

90. Plaintiffs incorporate by reference the allegations previously set forth herein.
91. An actual, justiciable controversy exists between Plaintiffs and the Class, on the one hand, and the Defendants, on the other, concerning whether the demolition of the Regions Lakeshore Operations Center extinguished any legal nonconforming use status or other prior-use entitlement on the Site, such that any new construction must conform to current Ordinance requirements.
92. Pursuant to Chapter 9, Article VII, Sections 3.A.3 and 4.B of the Birmingham Zoning Ordinance, even assuming *arguendo* that the prior Regions facility carried any form of nonconforming-use entitlement, that entitlement was extinguished by the total demolition of the structure. No variance has been sought from or granted by the Board.
93. Pursuant to Ala. Code §§ 6-6-220 *et seq.* (1975), Plaintiffs and the Class are entitled to a judgment declaring that: (a) the demolition of the Regions Lakeshore Operations Center extinguished any legal nonconforming use status or other prior-use entitlement on the Site; (b) the Developer Defendants may not rely on any “grandfathering” theory derived from the prior use to justify the Project; and (c) any new construction on the Site must conform in all respects to current Ordinance requirements, including the MXD Conceptual Plan amendment process and the special exception process for any “Utility Substation” as defined by the Ordinance.

COUNT II — Declaratory Judgment (MXD Non-Conformance and Required Conceptual Plan Amendment)

(Against the City and the Developer Defendants)

94. Plaintiffs incorporate by reference the allegations previously set forth herein.
95. An actual, justiciable controversy exists between Plaintiffs and the Class, on the one hand, and the Defendants, on the other, concerning whether the Project is a permitted use within the MXD zoning classification as applied to the Site, and concerning whether construction of the Project requires an amendment to the Council-approved Conceptual Plan adopted only after public hearings before the Zoning Advisory Committee and the Birmingham City Council.
96. The change in use group intensity from the prior Commercial Use Group 2 office use to a 300-megawatt continuous-operation industrial AI computing campus exceeds the 10% intensity threshold of Chapter 4, Article V, Section 7, Subsection 3.D of the Ordinance by more than two orders of magnitude. The change also alters the MXD's relationships to adjacent developed property and to planned uses within the meaning of Subsection 3.D. A Conceptual Plan amendment, adopted only after public hearings before the ZAC and the City Council, is therefore required.
97. The Project further fails to satisfy the substantive standard for Commercial Use Group 3 under the MXD framework, which requires that any light manufacturing use “not create any danger to health or safety in surrounding areas” and “not create any objectionable noise, vibration, smoke, dust, odor, heat or glare.” The Project's publicly committed operational characteristics violate this standard.
98. Pursuant to Ala. Code §§ 6-6-220 *et seq.* (1975), Plaintiffs and the Class are entitled to a judgment declaring that the Project, as currently proposed and constructed, is not a permitted use under the MXD zoning classification applicable to the Site, and that construction of the Project requires an amendment to the Conceptual Plan, adopted only after public hearings before the Zoning Advisory Committee and the Birmingham City Council, as required by the Birmingham Zoning Ordinance.

COUNT III — Declaratory Judgment (Utility Substation; ZBA Denials; Excess of City Attorney Advisory Authority)

(Against the City, the ZBA, and the Developer Defendants)

99. Plaintiffs incorporate by reference the allegations previously set forth herein.
100. An actual, justiciable controversy exists concerning whether the proposed power substation and switching station are “Utility Substations” within the meaning of Title 1, Chapter 1, Article III, Section 1, Item 218 of the Birmingham Zoning Ordinance; whether the ZBA had jurisdiction over Case Nos. ZBA2026-00007 and ZBA2026-00006; whether the March 26, 2026 denials are final, binding, and res judicata; whether the City Attorney exceeded her advisory function by issuing a post-vote jurisdictional determination; and whether the April 9, 2026 Jurisdictional Memorandum has any legal effect.
101. The proposed power substation and switching station are “Utility Substations” within the meaning of Item 218 based on (a) the plain text of the definition, which describes facilities that regulate electric current for distribution to individual neighborhoods, and which both proposed facilities do; (b) the geographic-scale rather than customer-count meaning of “individual neighborhoods,” and the absence of any limiting language requiring multiple customers; (c) the structural treatment of substations elsewhere in the Ordinance, including the express carve-out of “buildings or electric substations” from the general utility-structures permission of Title 1, Chapter 1, Article II, Section 17; and (d) the engineering fact that the proposed facilities are physically interconnected with the public distribution grid serving the surrounding neighborhoods and materially affect that grid through fault current loading, harmonic propagation, voltage regulation, and protection coordination, regardless of customer count or commercial arrangement.
102. The ZBA had jurisdiction over Case Nos. ZBA2026-00007 and ZBA2026-00006. The Board exercised that jurisdiction at the March 26, 2026 hearing without contemporaneous objection by the City Attorney’s office. The Board’s denial votes are the operative Board actions on these cases.
103. The City Attorney exceeded her advisory function by issuing a post-vote memorandum purporting to declare that the matters were outside the Board’s jurisdiction. Zoning-

interpretive authority is vested by the Ordinance and by Ala. Code § 45-37A-56 in the ZBA, not in the City Attorney's office. The April 9, 2026 Jurisdictional Memorandum cannot operate as an administrative reversal of a final, unappealed Board decision.

- 104.** Pursuant to Ala. Code §§ 6-6-220 *et seq.* (1975), Plaintiffs and the Class are entitled to a judgment declaring that: (a) the proposed substation and switching station are each a Utility Substation within the meaning of the Ordinance, and each required special exception approval; (b) the ZBA had jurisdiction over Case Nos. ZBA2026-00007 and ZBA2026-00006; (c) the March 26, 2026 denials are final, binding, and *res judicata*; (d) the City Attorney lacked authority to issue a binding jurisdictional determination on the scope of the Board's authority; and (e) the April 9, 2026 Jurisdictional Memorandum is without legal force or effect insofar as it purports to reverse, nullify, or circumvent those denials.

COUNT IV — Declaratory Judgment (Permits Void)

(Against the City and the Developer Defendants)

- 105.** Plaintiffs incorporate by reference the allegations previously set forth herein.
- 106.** An actual, justiciable controversy exists concerning the validity of the building, demolition, and grading permits issued by the City for the Project, including without limitation the \$7M Permit issued to Hoar.
- 107.** A building permit issued for an unauthorized use is void as a matter of law. The \$7M Permit was issued without (a) any Conceptual Plan amendment authorizing the proposed use; (b) any variance authorizing reconstruction following demolition of the prior structure; and (c) any special exception approval for the required Utility Substations. The City Attorney's own written acknowledgment that the moratorium exemption "does not approve any specific project" confirms that no substantive zoning authority underlies the permit.
- 108.** Pursuant to Ala. Code §§ 6-6-220 *et seq.* (1975), Plaintiffs and the Class are entitled to a judgment declaring that all building, demolition, grading, and site-preparation permits issued by the City for the Project, including without limitation the \$7M Permit issued to Hoar, are null and void.

COUNT V — Private Nuisance

(Against Nebius, Alabama ADC, Hoar, and Fictitious Defendants A through E)

109. Plaintiffs incorporate by reference the allegations previously set forth herein.
110. Pursuant to Ala. Code § 6-5-120 (1975), a nuisance is anything that works hurt, inconvenience, or damage to another. The Developer Defendants' ongoing demolition and grading activities, and the Project's anticipated and committed-to-occur operational characteristics, constitute a private nuisance to the residential properties of Plaintiffs and the Class within the Affected Area.
111. Construction-phase nuisance is presently occurring, including dust, noise, vibration, truck traffic, and disruption of drainage and topography. Operational nuisance is committed-to-occur and reasonably certain in light of the demolition completion, the active grading, and the issuance of the \$7M Permit, including continuous transformer hum, cooling-tower noise and emissions, generator testing and operation, light pollution, and electromagnetic emissions.
112. The Developer Defendants' conduct unreasonably interferes with the use and enjoyment of Plaintiffs' and the Class members' properties and has caused, and will continue to cause, diminution in market value, loss of use and enjoyment, and stigma damages. Plaintiffs and the Class are entitled to compensatory damages, abatement of the nuisance through injunctive relief, and such other relief as the Court deems just and proper.

COUNT VI — Trespass

(Against Nebius, Alabama ADC, Hoar, and Fictitious Defendants A through E)

113. Plaintiffs incorporate by reference the allegations previously set forth herein.
114. Under Alabama law, the unauthorized invasion of another's property by particulates, vibration, noise of a sufficiently substantial character, electromagnetic emissions, or other physical intrusions can constitute a trespass. The Developer Defendants' ongoing demolition, grading, and site preparation, and the Project's committed operational characteristics, will cause and are causing physical invasions of the properties of Plaintiffs

and the Class through dust, particulates, vibration, noise, light, and electromagnetic emissions.

115. Such invasions are intentional in the sense required by Alabama trespass law, in that the Developer Defendants undertook the conduct knowing to a substantial certainty that the resulting emissions and intrusions would reach and affect the Class's properties. Plaintiffs and the Class are entitled to compensatory damages, abatement through injunctive relief, and such other relief as the Court deems just and proper.

COUNT VII — Negligence *Per Se*

(Against the Developer Defendants)

116. Plaintiffs incorporate by reference the allegations previously set forth herein.
117. The Birmingham Zoning Ordinance was enacted, in part, to protect residential property owners against incompatible, intensive, or industrial uses sited adjacent to or in close proximity to their homes. Plaintiffs and the Class are members of the protected class, and the harms they have suffered are of the kind the Ordinance was designed to prevent.
118. The Developer Defendants' construction of the Project in violation of the Ordinance—following demolition that extinguished any prior-use entitlement, without the required Conceptual Plan amendment, in defiance of the final ZBA denials, and on the strength of permits issued without lawful zoning authority—constitutes negligence per se. Plaintiffs and the Class are entitled to compensatory damages and other appropriate relief.

COUNT VIII — Preliminary and Permanent Injunctive Relief

(Against All Defendants)

119. Plaintiffs incorporate by reference the allegations previously set forth herein.
120. Plaintiffs and the Class have a substantial likelihood of success on the merits of the foregoing counts; will suffer irreparable injury absent injunctive relief, including from continuing irreversible site work and the wholesale industrialization of an MXD parcel; have no adequate remedy at law for the irreparable component of their injury; and will be benefited by injunctive relief in a manner that substantially outweighs any harm to the

Defendants from the requested relief, particularly in light of the Defendants' own admissions that the regulatory framework for hyperscale data centers does not yet exist.

- 121.** Plaintiffs and the Class are entitled to a preliminary injunction and, upon final hearing, a permanent injunction enjoining the Defendants and all persons in active concert with them, including without limitation Hoar, from issuing, relying on, or acting upon any permit for the Project; from undertaking any further demolition, site preparation, grading, construction, equipment installation, or operation in furtherance of the Project; and from in any other manner advancing the Project, pending compliance with the Birmingham Zoning Ordinance and Alabama law.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Madelyn Greene and David Butler, individually and on behalf of all members of the proposed Class, respectfully pray that this Honorable Court enter judgment as follows:

- A.** Certifying this action as a class action pursuant to Rule 23(a) and Rule 23(b)(2) and (b)(3) of the Alabama Rules of Civil Procedure; appointing Plaintiffs as Class Representative; and appointing the undersigned counsel as Class Counsel;
- B.** Declaring that the demolition of the Regions Lakeshore Operations Center extinguished any legal nonconforming use status or other prior-use entitlement on the Site under Chapter 9, Article VII, Sections 3.A.3 and 4.B of the Birmingham Zoning Ordinance, and that any new construction on the Site must conform in all respects to current Ordinance requirements;
- C.** Declaring that the Project, as currently proposed and constructed, is not a permitted use under the MXD zoning classification applicable to the Site, and that construction of the Project requires an amendment to the Council-approved Conceptual Plan adopted only after public hearings before the Zoning Advisory Committee and the Birmingham City Council as required by the Birmingham Zoning Ordinance;
- D.** Declaring that the proposed power substation and switching station are each a "Utility Substation" within the meaning of Title 1, Chapter 1, Article III, Section 1, Item 218 of the

Birmingham Zoning Ordinance, and that each required special exception approval by the Zoning Board of Adjustment;

- E.** Declaring that the Zoning Board of Adjustment had jurisdiction over Case Nos. ZBA2026-00007 and ZBA2026-00006; that the Board’s March 26, 2026 denials of those applications are final, binding, and res judicata; that the City Attorney lacked authority to issue a binding jurisdictional determination on the scope of the Board’s authority; and that the April 9, 2026 Interoffice Memorandum of the Birmingham City Attorney is without legal effect insofar as it purports to reverse, nullify, or circumvent those denials;
- F.** Declaring that all building, demolition, grading, and site-preparation permits issued by the City for the Project, including without limitation the \$7M Permit issued to Hoar Construction, are null and void as having been issued without lawful zoning authority;
- G.** Issuing a preliminary injunction, followed by a permanent injunction, enjoining the Defendants, and each of them, and their officers, agents, servants, employees, attorneys, affiliates, subsidiaries, successors, assigns, contractors (including without limitation Hoar Construction), and all persons in active concert or participation with them, from issuing, relying on, or acting upon any permit, approval, or authorization for the Project; from undertaking or permitting any further demolition, site preparation, grading, construction, equipment installation, or operation in furtherance of the Project; and from in any other manner advancing the Project, pending (i) adoption of a valid amendment to the MXD Conceptual Plan authorizing the proposed use, (ii) successful completion of any required variance proceeding before the ZBA to address the demolition of the prior structure under Chapter 9, Article VII of the Ordinance, and (iii) successful completion of the special exception process before the Zoning Board of Adjustment for any “Utility Substation” within the meaning of the Ordinance;
- H.** Awarding Plaintiffs and the Class compensatory damages, in an amount to be determined by the trier of fact, for diminution in property value, loss of use and enjoyment, mental anguish, stigma damages, construction-phase and operational nuisance, and trespass, together with pre- and post-judgment interest at the lawful rate;

- I. Awarding Plaintiffs and the Class such punitive or exemplary damages as may be permitted by Alabama law on the showing made at trial;
- J. Awarding Plaintiffs their costs of suit, expert witness fees, and reasonable attorneys' fees on a class-wide common-fund basis, under the Public Benefit Doctrine or other lawful basis; and
- K. Granting such other, further, and different relief, legal or equitable, to which Plaintiffs and the Class may be justly entitled.

JURY DEMAND

Plaintiffs demands a trial by struck jury on all issues so triable.

Respectfully submitted this 13th day of May 2026.

Respectfully,

/s/ K. Mark Parnell

K. Mark Parnell (PAR039)

parnell@ptlawllc.com

Counsel for the Plaintiffs

OF COUNSEL:

PARNELL THOMPSON, LLC

120 19th Street North, Suite 2134

Birmingham, AL 35203

(205) 582-2652

PLEASE SERVE DEFENDANTS AS FOLLOWS:

The City of Birmingham, Alabama

c/o Office of the City Clerk

710 20th Street North, Birmingham, AL 35203

Zoning Board of Adjustment of the City of Birmingham

c/o Office of the City Clerk

710 20th Street North, Birmingham, AL 35203

Nebius, Inc. and Nebius Group N.V.

10 State Street Newburtport, MA 01950

Hoar Construction, LLC
2 Metroplex Dr., Ste 400
Birmingham, AL 35209

ALABAMA ADC HOLDINGS LLC
641 South Lawrence Street
Montgomery, AL 36104

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

MADELYN GREENE and DAVID BUTLER,)
individually and as the proposed representatives)
of a class of all residential property owners in the)
Affected Area defined herein,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: _____

NEBIUS, INC.; NEBIUS GROUP N.V.;)
THE CITY OF BIRMINGHAM, ALABAMA;)
THE ZONING BOARD OF ADJUSTMENT)
OF THE CITY OF BIRMINGHAM;)
ALABAMA ADC HOLDINGS LLC;)
HOAR CONSTRUCTION, LLC; and)
FICTITIOUS DEFENDANTS A, B, C,)
D, and E,)

Defendants.)

PLAINTIFFS' FIRST REQUESTS FOR ADMISSION

Pursuant to Rule 36 of the Alabama Rules of Civil Procedure, Plaintiffs Madelyn Greene and David Butler, individually and as the proposed Class Representative ("Plaintiff"), hereby requests that Defendants The City of Birmingham, Alabama (the "City"), and the Zoning Board of Adjustment of the City of Birmingham (the "ZBA") (together, the "Municipal Defendants") and Defendants Nebius, Inc.; Nebius Group N.V.; Alabama ADC Holdings LLC; and Hoar Construction, LLC (collectively, the "Developer Defendants"), within forty five (45) days of service hereof, separately admit or deny each of the following Requests for Admission. These requests are propounded in support of, among other things, Plaintiff's pending Motion for Preliminary Injunctive and Motion for Class Certification.

DEFINITIONS AND INSTRUCTIONS

1. "Project" means the 300-megawatt, twenty-four-hour, seven-day-per-week hyperscale artificial intelligence computing campus, together with the dedicated industrial power substation, high-voltage switching station, on-site backup-generator infrastructure, fuel storage, cooling systems, and supporting facilities, marketed publicly as the "Birmingham AI Factory" or "BHM01," proposed and being constructed at the Site.

2. "Site" means the multi-parcel, approximately 79.33-acre assemblage located at 201 Milan Parkway, 250 Milan Parkway, 260 Milan Parkway, and 2500 Venice Road in the Oxmoor Valley area of Birmingham, Alabama.

3. "Ordinance" means the Birmingham Zoning Ordinance, as in effect on the date of service of these requests.

4. "MXD" means the Planned Mixed Use District zoning classification under the Ordinance.

5. "ZBA Applications" means, collectively, ZBA Case No. ZBA2026-00007 (concerning the proposed power substation) and ZBA Case No. ZBA2026-00006 (concerning the proposed switching station).

6. "Jurisdictional Memorandum" means the Interoffice Memorandum dated April 9, 2026, issued by the Birmingham City Attorney addressing the jurisdiction of the ZBA over the ZBA Applications.

7. "Grandfather Memorandum" means the Interoffice Memorandum dated April 9, 2026, issued by the Birmingham City Attorney addressing the application of Ordinance No. 26-25 to the Project.

8. "\$7M Permit" means the building permit valued at approximately \$7,000,000 issued by the City to Hoar Construction, LLC in or about April 2026 in connection with the Project.

9. "Affected Area" means the geographic area defined in Paragraph 20 of the Class Action Complaint, namely the area lying within the City of Birmingham in the Oxmoor Valley corridor

and currently possessing a zoning classification by the City of Birmingham as MXD and surrounding residential neighborhoods of Birmingham, Alabama.

10. Each request is to be answered separately and fully in writing under oath. If any request is denied in part, the Municipal Defendants and Developer Defendants shall specify so much of the matter as is true and qualify or deny the remainder. A failure to admit or deny on the ground of lack of information or knowledge is not permissible unless the Municipal Defendants and Developer Defendants have made reasonable inquiry and the information known or readily obtainable is insufficient to enable them to admit or deny.

11. These requests are continuing in nature; if the Municipal Defendants and Developer Defendants learn that any answer is incorrect or incomplete, they are to supplement their answers as required by Rule 26(e) of the Alabama Rules of Civil Procedure.

TO THE MUNICIPAL DEFENDANTS

1. Admit that the Site is presently zoned MXD (Planned Mixed Use District) under the Ordinance.
2. Admit that the MXD classification, as set forth in the Ordinance, requires a Council-approved Conceptual Plan before development may proceed within the district.
3. Admit that the MXD classification, as set forth in the Ordinance, requires Development Guidelines approved by the Director of Planning, Engineering and Permits before development may proceed within the district.
4. Admit that the MXD classification, as set forth in the Ordinance, requires Development Plans approved for each phase of development before that phase may proceed.
5. Admit that substantial deviations from uses authorized in a Council-approved MXD Conceptual Plan require an amendment to the Conceptual Plan.
6. Admit that an amendment to a Council-approved MXD Conceptual Plan requires a public hearing before the Zoning Advisory Committee.

7. Admit that an amendment to a Council-approved MXD Conceptual Plan requires a public hearing before, and approval by, the Birmingham City Council.
8. Admit that no amendment to the Council-approved MXD Conceptual Plan applicable to the Site has been adopted authorizing the Project.
9. Admit that no amendment to the Council-approved MXD Conceptual Plan applicable to the Site has been adopted authorizing a 300-megawatt hyperscale artificial intelligence computing campus at the Site.
10. Admit that no amendment to the Council-approved MXD Conceptual Plan applicable to the Site has been adopted authorizing a dedicated industrial power substation at the Site.
11. Admit that no amendment to the Council-approved MXD Conceptual Plan applicable to the Site has been adopted authorizing a high-voltage switching station at the Site.
12. Admit that no public hearing before the Zoning Advisory Committee has been held to consider any amendment to the MXD Conceptual Plan to authorize the Project.
13. Admit that no public hearing before the Birmingham City Council has been held to consider any amendment to the MXD Conceptual Plan to authorize the Project.
14. Admit that the prior and most recent use of the parcel located at 201 Milan Parkway was the Regions Bank Operations Center.
15. Admit that the Regions Bank Operations Center was a Commercial Use Group 2 (general office and operations) facility under the Ordinance.
16. Admit that the building previously housing the Regions Lakeshore Operations Center has been demolished.
17. Admit that the Site is presently being graded, earthmoved, or otherwise prepared for construction in connection with the Project.
18. Admit that the Site lies within several hundred feet of one or more established residential neighborhoods within the City of Birmingham.

19. Admit that Section 1, Item 218 of Title 1, Chapter 1, Article III of the Ordinance defines a "Utility Substation" as "any structure, building, or land use containing equipment for the purpose of switching, regulating, transforming, or otherwise modifying electricity, including substations and switching stations."
20. Admit that the definition of "Utility Substation" set forth in the Ordinance does not, on its face, contain any limitation based on the number of end users served.
21. Admit that on or before March 26, 2026, an applicant associated with the Project filed Case No. ZBA2026-00007 with the ZBA seeking a special exception in connection with the proposed power substation.
22. Admit that on or before March 26, 2026, an applicant associated with the Project filed Case No. ZBA2026-00006 with the ZBA seeking a special exception in connection with the proposed switching station.
23. Admit that the ZBA conducted a public hearing on the ZBA Applications on March 26, 2026.
24. Admit that under Section VII(h) of the ZBA Rules of Procedure, approval of a special exception requires the concurring vote of two-thirds (2/3) of the members of the ZBA present at the hearing.
25. Admit that under Ala. Code § 45-37A-56(b) (1975), approval of a special exception by the ZBA requires the concurring vote of two-thirds (2/3) of the members of the ZBA present at the hearing.
26. Admit that on March 26, 2026, the ZBA's vote on Case No. ZBA2026-00007 did not result in the two-thirds (2/3) concurring vote required for approval.
27. Admit that on March 26, 2026, the ZBA's vote on Case No. ZBA2026-00006 did not result in the two-thirds (2/3) concurring vote required for approval.

28. Admit that the failure of an application before the ZBA to receive the two-thirds (2/3) concurring vote required for approval results, as a matter of law, in denial of that application.
29. Admit that, as a matter of law, Case No. ZBA2026-00007 was denied on March 26, 2026.
30. Admit that, as a matter of law, Case No. ZBA2026-00006 was denied on March 26, 2026.
31. Admit that under Ala. Code § 11-52-81 (1975), a party aggrieved by a decision of the ZBA may petition for writ of certiorari within fifteen (15) days of the decision.
32. Admit that no aggrieved party filed a timely petition for writ of certiorari challenging the March 26, 2026 disposition of Case No. ZBA2026-00007.
33. Admit that no aggrieved party filed a timely petition for writ of certiorari challenging the March 26, 2026 disposition of Case No. ZBA2026-00006.
34. Admit that the time within which any party could timely petition for writ of certiorari challenging the March 26, 2026 disposition of either ZBA Application has expired.
35. Admit that the City has not, since March 26, 2026, conducted any further public hearing before the ZBA on the ZBA Applications.
36. Admit that no special exception has been granted for the proposed power substation at the Site.
37. Admit that no special exception has been granted for the proposed switching station at the Site.
38. Admit that on April 9, 2026, the Birmingham City Attorney issued the Jurisdictional Memorandum.
39. Admit that the Jurisdictional Memorandum was issued after the March 26, 2026 ZBA hearing.

40. Admit that the Jurisdictional Memorandum opines that the proposed power substation and switching station are not "utility substations" under the Ordinance.
41. Admit that the Jurisdictional Memorandum opines that the ZBA Applications "should not have been before the Zoning Board of Adjustments."
42. Admit that the Office of the City Attorney is an advisory office and does not exercise the quasi-judicial powers of the ZBA.
43. Admit that no provision of the Ordinance or Alabama law authorizes the City Attorney to reverse, vacate, or set aside a decision of the ZBA.
44. Admit that the Jurisdictional Memorandum did not vacate, set aside, or modify the March 26, 2026 disposition of Case No. ZBA2026-00007.
45. Admit that the Jurisdictional Memorandum did not vacate, set aside, or modify the March 26, 2026 disposition of Case No. ZBA2026-00006.
46. Admit that no resolution, ordinance, or other legislative or quasi-judicial act of the ZBA, the Birmingham City Council, or any court of competent jurisdiction has reversed, vacated, or set aside the March 26, 2026 disposition of either ZBA Application.
47. Admit that on March 3, 2026, the Birmingham City Council adopted Ordinance No. 26-25 by unanimous vote.
48. Admit that Ordinance No. 26-25 imposes a moratorium on new applications for large data centers exceeding twenty (20) megawatts.
49. Admit that the stated purpose of Ordinance No. 26-25 includes the development of clear rules and guardrails for hyperscale data centers within the City of Birmingham.
50. Admit that, as of the date of service of these requests, no comprehensive ordinance setting forth substantive standards specific to hyperscale data centers has been adopted by the City of Birmingham.

51. Admit that the Project's design energy demand of approximately 300 megawatts exceeds the twenty (20) megawatt threshold identified in Ordinance No. 26-25.
52. Admit that on April 9, 2026, the Birmingham City Attorney issued the Grandfather Memorandum.
53. Admit that the Grandfather Memorandum states, in substance, that exemption from Ordinance No. 26-25 "does not approve any specific project."
54. Admit that the Grandfather Memorandum states, in substance, that exemption from Ordinance No. 26-25 "only allows those who started the process of regulatory review to continue without an appeal to Council."
55. Admit that exemption of the Project from Ordinance No. 26-25 did not, of itself, constitute substantive zoning approval of the Project.
56. Admit that on or about April 2026, the City issued the \$7M Permit to Hoar Construction, LLC.
57. Admit that the \$7M Permit was issued in connection with work at the Site in furtherance of the Project.
58. Admit that, at the time the \$7M Permit was issued, no amendment to the MXD Conceptual Plan had been adopted authorizing the Project.
59. Admit that, at the time the \$7M Permit was issued, no special exception had been granted by the ZBA for the proposed power substation at the Site.
60. Admit that, at the time the \$7M Permit was issued, no special exception had been granted by the ZBA for the proposed switching station at the Site.
61. Admit that, at the time the \$7M Permit was issued, the March 26, 2026 dispositions of the ZBA Applications had not been reversed, vacated, or set aside by the ZBA, the City Council, or any court of competent jurisdiction.

62. Admit that work in furtherance of the Project, including grading, earthmoving, and site preparation, has been ongoing at the Site since the issuance of the \$7M Permit.
63. Admit that the City has not, since the issuance of the \$7M Permit, suspended, revoked, or rescinded the \$7M Permit.
64. Admit that the existing topography, vegetation, and tree cover of the Site, once disturbed by grading and earthmoving, cannot be restored to their pre-disturbance condition by Defendants.
65. Admit that the Affected Area contains residential parcels owned by persons other than the Defendants.
66. Admit that the Affected Area contains more than forty (40) owner-occupied residential parcels.
67. Admit that the residential parcels within the Affected Area can be identified by reference to records maintained by the Jefferson County Tax Assessor and zoning maps maintained by the City.
68. Admit that the City did not provide individual notice to each residential property owner within the Affected Area in advance of the issuance of the \$7M Permit.
69. Admit that the City did not conduct a public hearing concerning the issuance of the \$7M Permit.
70. Admit that the conduct of the City in issuing the \$7M Permit was not directed at any single residential property owner within the Affected Area but applied uniformly with respect to the Site.
71. Admit that the conduct of the ZBA in conducting the March 26, 2026 hearing on the ZBA Applications was a single proceeding the dispositions of which apply uniformly with respect to the Site.

72. Admit that the relief Plaintiffs seek declaring the \$7M Permit void, if granted, would apply uniformly to the Project as a whole and not separately as to any individual residential property owner.
73. Admit that the relief Plaintiffs seek declaring that the Project requires an MXD Conceptual Plan amendment, if granted, would apply uniformly to the Project as a whole and not separately as to any individual residential property owner.
74. Admit that the relief Plaintiffs seek declaring that the March 26, 2026 dispositions of the ZBA Applications are final and binding, if granted, would apply uniformly to the Project as a whole and not separately as to any individual residential property owner.

TO THE DEVELOPER DEFENDANTS

75. Admit that the Project is publicly marketed under the names "Birmingham AI Factory" and/or "BHM01."
76. Admit that the Project is designed to operate at a power demand of approximately 300 megawatts.
77. Admit that the Project is designed to operate twenty-four (24) hours per day, seven (7) days per week.
78. Admit that the Project includes one or more data center buildings devoted to artificial intelligence computing.
79. Admit that the Project includes a dedicated industrial power substation.
80. Admit that the Project includes a high-voltage switching station.
81. Admit that the Project includes on-site backup-generator infrastructure.
82. Admit that the Project includes on-site cooling-tower or other heat-rejection infrastructure.
83. Admit that the Project, when operating, will produce continuous or intermittent noise audible beyond the boundary of the Site.

84. Admit that the Project, when operating, will produce light emissions visible beyond the boundary of the Site.
85. Admit that the Project, when operating, will require continuous draws of electricity from external transmission infrastructure.
86. Admit that the Project, when operating, will involve the periodic testing of backup-generator equipment.
87. Admit that on or about September 30, 2025, Alabama ADC Holdings LLC acquired all four parcels comprising the Site in a coordinated transaction.
88. Admit that the aggregate purchase price for the Site, as acquired in or about September 2025, was approximately \$90,000,000.
89. Admit that Alabama ADC Holdings LLC presently holds legal or equitable title to one or more parcels comprising the Site.
90. Admit that Alabama ADC Holdings LLC is an affiliate of Nebius, Inc. and/or Nebius Group N.V.
91. Admit that the Site is presently zoned MXD (Planned Mixed Use District) under the Ordinance.
92. Admit that the Site lies in close proximity to one or more established residential neighborhoods within the City of Birmingham.
93. Admit that one or more of the Developer Defendants, or their agents or affiliates, filed Case No. ZBA2026-00007 with the ZBA seeking a special exception for the proposed power substation.
94. Admit that one or more of the Developer Defendants, or their agents or affiliates, filed Case No. ZBA2026-00006 with the ZBA seeking a special exception for the proposed switching station.

95. Admit that, by filing Case Nos. ZBA2026-00007 and ZBA2026-00006, the filer treated the proposed substation and switching station as matters within the jurisdiction of the ZBA.
96. Admit that, on March 26, 2026, neither Case No. ZBA2026-00007 nor Case No. ZBA2026-00006 received the two-thirds (2/3) concurring vote required for approval by the ZBA.
97. Admit that no Developer Defendant timely petitioned for writ of certiorari under Ala. Code § 11-52-81 (1975) challenging the March 26, 2026 disposition of Case No. ZBA2026-00007.
98. Admit that no Developer Defendant timely petitioned for writ of certiorari under Ala. Code § 11-52-81 (1975) challenging the March 26, 2026 disposition of Case No. ZBA2026-00006.
99. Admit that the time within which any Developer Defendant could timely petition for writ of certiorari challenging the March 26, 2026 disposition of either ZBA Application has expired.
100. Admit that no Developer Defendant has caused to be filed any subsequent application before the ZBA seeking a special exception for the proposed power substation at the Site.
101. Admit that no Developer Defendant has caused to be filed any subsequent application before the ZBA seeking a special exception for the proposed switching station at the Site.
103. Admit that no Developer Defendant has applied for an amendment to the Council-approved MXD Conceptual Plan applicable to the Site to authorize the Project.
103. Admit that the Developer Defendants are aware of the existence of the Jurisdictional Memorandum.
104. Admit that the Developer Defendants are aware of the existence of the Grandfather Memorandum.
105. Admit that the Grandfather Memorandum confirms that exemption from Ordinance No. 26-25 "does not approve any specific project."

106. Admit that no Developer Defendant has obtained from the Birmingham City Council a substantive zoning approval specific to the Project.
107. Admit that Hoar Construction, LLC is the recipient of the \$7M Permit.
108. Admit that Hoar Construction, LLC is presently mobilized at the Site.
109. Admit that Hoar Construction, LLC has performed, or has caused to be performed, demolition work at the Site since on or about April 2026.
110. Admit that the building previously housing the Regions Lakeshore Operations Center on the Site has been demolished.
111. Admit that Hoar Construction, LLC has performed, or has caused to be performed, grading and/or earthmoving work at the Site since on or about April 2026.
112. Admit that grading and earthmoving work at the Site has, by its nature, altered the existing topography, vegetation, drainage patterns, and/or tree cover at the Site.
113. Admit that the existing topography, vegetation, drainage patterns, and tree cover of the Site, once altered by demolition, grading, and earthmoving, cannot be restored to their pre-disturbance condition by the Developer Defendants.
114. Admit that the Developer Defendants intend to continue construction activity at the Site through completion of the Project unless enjoined by Court order or otherwise prevented from doing so.
115. Admit that, in the absence of injunctive relief, additional irreversible site work will be performed at the Site each day the Project advances.
116. Admit that the Project is a single, geographically anchored physical development located on the Site.
117. Admit that the Project's location, footprint, design power demand, and operational characteristics are common as to every residential property within the Affected Area.

118. Admit that the conduct of the Developer Defendants at the Site has not been directed at any single residential property owner within the Affected Area but has applied to the Site as a whole.
119. Admit that operation of the Project as a 300-megawatt, twenty-four-hour, seven-day-per-week hyperscale facility will produce noise, light, vibration, and electromagnetic emissions of a continuous or substantially recurrent character.
120. Admit that the magnitude of any noise, light, vibration, or electromagnetic emission from the Project that reaches a particular residential property within the Affected Area is a function of objectively measurable factors including distance from the Site, line of sight, prevailing wind direction, and topography.
121. Admit that the diminution in fair market value, if any, of residential properties within the Affected Area attributable to the Project is amenable to assessment using accepted real-estate valuation methodologies, including hedonic regression, repeat-sales analysis, paired-sales analysis, and zone-of-impact mapping.
122. Admit that the Developer Defendants have not provided individual written notice of the Project to each residential property owner within the Affected Area.
123. Admit that the relief Plaintiffs seek enjoining further site preparation and construction at the Site, if granted, would apply uniformly to the Project as a whole and not separately as to any individual residential property owner.

Respectfully submitted this 13th day of May 2026.

/s/ K. Mark Parnell

K. Mark Parnell (PAR039)

parnell@ptlawllc.com

Counsel for Plaintiffs and the Proposed Class

OF COUNSEL:
PARNELL THOMPSON, LLC
120 19th Street North, Suite 2134

Birmingham, AL 35203
(205) 582-2652

PLEASE SERVE WITH COMPLAINT:

The City of Birmingham, Alabama
c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Zoning Board of Adjustment of the City of Birmingham
c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Nebius, Inc. and Nebius Group N.V.
10 State Street Newburyport, MA 01950

Hoar Construction, LLC
2 Metroplex Dr., Ste 400
Birmingham, AL 35209

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

MADELYN GREENE and DAVID BUTLER,)
individually and as the proposed representatives)
of a class of all residential property owners in the)
Affected Area defined herein,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: _____

NEBIUS, INC.; NEBIUS GROUP N.V.;)
THE CITY OF BIRMINGHAM, ALABAMA;)
THE ZONING BOARD OF ADJUSTMENT)
OF THE CITY OF BIRMINGHAM;)
ALABAMA ADC HOLDINGS LLC;)
HOAR CONSTRUCTION, LLC; and)
FICTITIOUS DEFENDANTS A, B, C,)
D, and E,)

Defendants.)

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO THE MUNICIPAL DEFENDANTS**

**(THE CITY OF BIRMINGHAM, ALABAMA, AND THE ZONING BOARD
OF ADJUSTMENT OF THE CITY OF BIRMINGHAM)**

Pursuant to Rule 34 of the Alabama Rules of Civil Procedure, Plaintiffs Madelyn Greene and David Butler, individually and as the proposed Class Representatives ("Plaintiffs"), hereby requests that Defendants The City of Birmingham, Alabama (the "City"), and the Zoning Board of Adjustment of the City of Birmingham (the "ZBA") (collectively, the "Municipal Defendants"), within forty five (45) days of service hereof, produce for inspection and copying the Documents identified below at the offices of Parnell Thompson, LLC, 120 19th Street North, Suite 2134, Birmingham, Alabama 35203, or at such other place and time as may be mutually agreed upon by counsel.

These Requests are propounded in support of, among other things, Plaintiffs' pending Motion for Class Certification and Plaintiffs' request for preliminary injunctive relief, and are intended to be read together with Plaintiffs' First Requests for Admission and Plaintiffs' First Interrogatories to the Municipal Defendants previously served.

DEFINITIONS

1. "You," "Your," and "the Municipal Defendant" mean the responding Municipal Defendant, including its officers, members, employees, agents, attorneys, consultants, departments, divisions, boards, commissions, committees, and any other person or entity acting or purporting to act on its behalf, including without limitation, with respect to the City, the Office of the Mayor, the Office of the City Attorney, the Department of Planning, Engineering and Permits ("PEP"), the Community Resource Services Division ("CRSD"), the Birmingham City Council, the Zoning Advisory Committee ("ZAC"), and the Planning & Zoning Commission ("PZC").
2. "Project" means the 300-megawatt, twenty-four-hour, seven-day-per-week hyperscale artificial intelligence computing campus, together with the dedicated industrial power substation, high-voltage switching station, on-site backup-generator infrastructure, fuel storage, cooling systems, and supporting facilities, marketed publicly as the "Birmingham AI Factory" or "BHM01," proposed and being constructed at the Site.
3. "Site" means the multi-parcel, approximately 79.33-acre assemblage located at 201 Milan Parkway, 250 Milan Parkway, 260 Milan Parkway, and 2500 Venice Road in the Oxmoor Valley area of Birmingham, Alabama.
4. "Substation" means the dedicated industrial power substation that is or has been the subject of ZBA Case No. ZBA2026-00007 and/or that is proposed to be constructed at, on, or in connection with the Site.
5. "Switching Station" means the high-voltage switching station that is or has been the subject of ZBA Case No. ZBA2026-00006 and/or that is proposed to be constructed at, on, or in connection with the Site.

6. "Substation Infrastructure" means, collectively, the Substation, the Switching Station, all associated transformers, switchgear, breakers, bus work, control buildings, relay equipment, transmission and distribution lines, easements, rights-of-way, and any other equipment or structures that switch, regulate, transform, or otherwise modify electricity in connection with the Project.
7. "Alabama Power" or "APCo" means Alabama Power Company, a wholly owned subsidiary of Southern Company, including its officers, directors, employees, agents, contractors, consultants, and any other person or entity acting or purporting to act on its behalf.
8. "Southern Company" means The Southern Company, including its officers, directors, employees, agents, contractors, consultants, subsidiaries (including without limitation Alabama Power and Southern Company Services, Inc.), and any other person or entity acting or purporting to act on its behalf.
9. "Developer Defendants" means, collectively, Nebius, Inc.; Nebius Group N.V.; Alabama ADC Holdings LLC; Hoar Construction, LLC; and any of their respective officers, directors, members, managers, employees, agents, attorneys, consultants, contractors, subcontractors, parents, subsidiaries, or affiliates.
10. "Ordinance" means the Birmingham Zoning Ordinance, as in effect on the date of service of these Requests.
11. "MXD" means the Planned Mixed Use District zoning classification under the Ordinance.
12. "ZBA Applications" means, collectively, ZBA Case No. ZBA2026-00007 (Substation) and ZBA Case No. ZBA2026-00006 (Switching Station).
13. "Jurisdictional Memorandum" means the Interoffice Memorandum dated April 9, 2026, issued by the Birmingham City Attorney addressing the jurisdiction of the ZBA over the ZBA Applications.
14. "Grandfather Memorandum" means the Interoffice Memorandum dated April 9, 2026, issued by the Birmingham City Attorney addressing the application of Ordinance No. 26-25 to the Project.

15. "\$7M Permit" means the building permit valued at approximately \$7,000,000 issued by the City to Hoar Construction, LLC in or about April 2026 in connection with the Project.
16. "Affected Area" means the geographic area defined in Paragraph 20 of the Class Action Complaint, namely the area lying within the City of Birmingham in the Oxmoor Valley corridor and currently possessing a zoning classification by the City of Birmingham as MXD and surrounding residential neighborhoods of Birmingham, Alabama.
17. "Citizen Participation Plan" or "CPP" means the City of Birmingham's Citizen Participation Plan originally adopted in 1974 (as the Birmingham Community Participation Program) and most recently revised in 2013, and any superseding citizen participation plan or program now in effect, together with all bylaws, rules, regulations, election procedures, and administrative materials promulgated thereunder by the City.
18. "Neighborhood Association" means any of the ninety-nine (99) recognized Neighborhood Associations of the City of Birmingham organized under the Citizen Participation Plan, and "Affected Neighborhood Association" means any Neighborhood Association whose recognized geographic boundary lies within, includes any portion of, or is contiguous with the Affected Area.
19. "Community Advisory Committee" or "CAC" means any of the twenty-three (23) Community Advisory Committees of the City of Birmingham organized under the Citizen Participation Plan, and "Affected CAC" means any CAC that includes any Affected Neighborhood Association.
20. "Neighborhood Officer" means any elected or appointed officer (including without limitation any president, vice president, or secretary) of a Neighborhood Association, Community Advisory Committee, or the Citizens Advisory Board organized under the Citizen Participation Plan.
21. "Person" means any natural person, corporation, partnership, limited liability company, joint venture, association, governmental body or subdivision, or other legal or commercial entity.

22. "Communication" means any transmission of information from one Person to another, by any means, including without limitation in-person conversations, telephone calls, voicemail, electronic mail, text messages, instant messages, chat or collaboration platform messages (including without limitation Slack, Microsoft Teams, and similar systems), letters, memoranda, facsimiles, and any other written or oral exchanges, and any drafts, attachments, and enclosures thereto.
23. "Document" has the broadest meaning permitted by Rule 34 of the Alabama Rules of Civil Procedure and includes all writings, electronically stored information ("ESI"), drawings, graphs, charts, photographs, sound recordings, images, electronic mail (with all metadata, headers, and attachments), text messages, instant messages, chat or collaboration platform messages (including without limitation Slack, Microsoft Teams, and similar systems), calendar entries, voicemails, drafts, redlines, comparison documents, mark-ups, presentations, slide decks, spreadsheets (with all underlying formulas), databases, GIS files, geospatial data, photographs (with metadata), video recordings, audio recordings, and any other data or data compilations, however stored or maintained, regardless of whether maintained by an officer, member, employee, agent, attorney, consultant, department, division, board, commission, or committee of the responding Municipal Defendant.
24. "Relating to," "concerning," "regarding," "reflecting," and "with respect to" mean comprising, constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with, or in any way pertaining to.
25. "Relevant Period" means January 1, 2024 through and including the date of production, except where another period is specified in a particular Request.

INSTRUCTIONS

1. These Requests call for the production of all responsive Documents in Your possession, custody, or control, or that of Your officers, members, employees, agents, attorneys, consultants, departments, divisions, boards, commissions, or committees, including without limitation the Office of the Mayor, the Office of the City Attorney, PEP, the CRSD,

the Birmingham City Council and its members and staff, the ZAC, the PZC, and the ZBA and its members and staff.

2. Documents shall be produced as they are kept in the usual course of business or organized and labeled to correspond with the categories of these Requests, as required by Rule 34(b) of the Alabama Rules of Civil Procedure. Documents originally created or stored in electronic form shall be produced in their native format with all metadata intact, or, where mutually agreed, in a single-page TIFF or searchable-PDF format with a load file containing standard metadata fields (including without limitation custodian, file path, sent date, received date, author, recipients, BCC, subject, and document title) and with extracted text. Spreadsheets, GIS files, and CAD files shall be produced in native format. Audio and video recordings of any public hearing, work session, or meeting shall be produced in native format. Color shall be preserved where it appears in the original.
3. If You assert that any Document, or any portion thereof, is protected from production by the attorney-client privilege, the attorney work-product doctrine, the deliberative process privilege, or any other privilege or protection, You shall (a) produce all non-privileged portions; and (b) furnish a privilege log compliant with Rule 26(b)(6) of the Alabama Rules of Civil Procedure, identifying for each withheld Document or portion the author, all recipients (including those copied or blind-copied), the date, the type of Document, the subject matter (in general terms sufficient to evaluate the privilege claim), and the specific privilege or protection asserted. Plaintiffs specifically reserve the right to challenge any assertion of the deliberative process privilege as a qualified privilege that yields to a sufficient showing of need, and reminds You that the privilege does not extend to underlying facts or to communications with non-governmental third parties.
4. If any Document responsive to these Requests was, but is no longer, in Your possession, custody, or control, or has been destroyed, lost, or otherwise disposed of, identify each such Document by author, recipient, date, subject matter, type, and present location (if known), describe the circumstances of its disappearance or destruction (including the date and the Person responsible), identify each Person who has knowledge of the contents of

the Document, and identify the records-retention schedule, if any, applicable to the Document.

5. These Requests are continuing in nature. If You learn of any Document responsive to these Requests after Your initial production, You shall supplement Your production as required by Rule 26(e) of the Alabama Rules of Civil Procedure.
6. If any Request is objected to in whole or in part, state the specific basis for the objection, identify the portion of the Request to which the objection is directed, and produce all responsive Documents not subject to the objection.
7. Where information is contained in a Document maintained by the City or the ZBA that is also a public record subject to the Alabama Open Records Act (Ala. Code § 36-12-40 (1975)), You shall not withhold the Document on confidentiality grounds. Where any Document contains both responsive and confidential or exempt material, You shall produce the Document with the confidential or exempt material redacted, identifying the basis for each redaction in a redaction log.
8. The singular includes the plural and the plural includes the singular; the masculine, feminine, and neuter genders each include the others; and "and" and "or" shall each be construed conjunctively or disjunctively as necessary to bring within the scope of the Request all responses that might otherwise be construed to be outside its scope.
9. **PRESERVATION OBLIGATION:** Plaintiffs remind You of Your continuing obligation to preserve all Documents (including ESI) potentially relevant to this action. You are specifically directed to suspend any document-destruction or auto-deletion policies, to preserve email mailboxes (including those of Mayor Randall Woodfin, the City Attorney, all members of the ZBA, all members of the City Council, all PEP staff who participated in any review of the Project, and all CRSD staff who corresponded with any Affected Neighborhood Association concerning the Project), text messages, instant messages, chat or collaboration platform messages, calendar data, City project-management or permitting system data, and mobile-device data of all custodians involved in the Project, and to preserve all backup tapes and archives that may contain potentially responsive Documents.

REQUESTS FOR PRODUCTION

1. All Documents reflecting the present zoning classification of the Site, including without limitation zoning maps, GIS layers, parcel records, and zoning verification letters.
2. All Documents constituting, reflecting, or interpreting the MXD Conceptual Plan, Development Guidelines, and Development Plans applicable to the Site or any portion of the Oxmoor Corporate Park MXD, including without limitation the original adopted plans, all amendments thereto, all staff reports, all transmittal memoranda, and all correspondence with property owners or developers concerning their interpretation.
3. All Documents reflecting the procedure required by the Ordinance and the City's policies and practices for amending an MXD Conceptual Plan, including without limitation written procedures, internal policy memoranda, training materials, and prior amendment files.
4. All applications, requests, or inquiries received by any Municipal Defendant concerning amendment of the Conceptual Plan applicable to the Site, including without limitation any pre-application materials, draft applications, formal applications, supporting submittals, and Communications with the applicant or its representatives.
5. All Documents reflecting any prior amendment to the Conceptual Plan applicable to the Site, including the application file, staff reports, ZAC and PZC minutes and audio/video recordings, City Council ordinances and resolutions, and all Communications with the applicant.
6. All Documents reflecting any prior determination, opinion, or interpretation by any Municipal Defendant concerning whether a particular use is or is not a permitted use under the existing MXD Conceptual Plan applicable to the Site.
7. All Documents reflecting the City's analysis or evaluation, if any, of whether the Project is a permitted use under the existing MXD Conceptual Plan without amendment, including without limitation legal memoranda, planning analyses, internal e-mails, and Communications with the Developer Defendants.

8. The complete official files for ZBA Case No. ZBA2026-00007 (Substation) and ZBA Case No. ZBA2026-00006 (Switching Station), including without limitation each application, all supporting submittals, exhibits, drawings, narratives, justification statements, fee receipts, application checklists, and any subsequent submissions or supplementations.
9. All Documents reflecting the notice given for the March 26, 2026 ZBA hearing on the ZBA Applications, including without limitation hearing notices, mailing lists used to provide notice, certificates of publication, posting affidavits, return-receipt cards, and any other Document evidencing notice (or the absence of notice) to any Person, including any Affected Neighborhood Association, Affected CAC, Neighborhood Officer, residential property owner within or adjacent to the Affected Area, the Citizens Advisory Board, or otherwise.
10. All staff reports, recommendations, planning analyses, and Communications prepared by any Municipal Defendant or its staff concerning the ZBA Applications, including without limitation drafts, redlines, comments, and final issued versions.
11. All Documents constituting the agenda packet for the March 26, 2026 ZBA meeting and any meeting at which any matter relating to the ZBA Applications, the Project, the Substation, the Switching Station, or the Substation Infrastructure was discussed or considered.
12. All audio recordings, video recordings, transcripts, and minutes of the March 26, 2026 ZBA hearing on the ZBA Applications, in native format, together with all attendance records, sign-in sheets, witness lists, written submissions filed in connection with the hearing, and any exhibits introduced or referenced at the hearing.
13. All Documents reflecting the vote of each member of the ZBA on each motion taken at the March 26, 2026 hearing on the ZBA Applications, including without limitation roll-call sheets, vote tallies, and contemporaneous notes by any member or staffer.
14. All Communications between or among ZBA members, ZBA staff, and any other Person concerning the ZBA Applications, the March 26, 2026 hearing, or any subject matter

relating to the disposition of the ZBA Applications, during the period from January 1, 2026 through and including the date of production.

15. All Documents reflecting any motion, application, or request to reconsider, vacate, set aside, or modify the March 26, 2026 disposition of either of the ZBA Applications, and all Documents reflecting the disposition of any such motion, application, or request.
16. All Documents reflecting any petition for writ of certiorari filed under Ala. Code § 11-52-81 (1975) seeking review of the March 26, 2026 disposition of either of the ZBA Applications, or the absence of any such petition.
17. All drafts of the Jurisdictional Memorandum, including each working draft, redline, comment, edit, comparison document, and the final issued version, together with metadata reflecting authorship, modification dates, and version history.
18. All Communications concerning, reflecting, or referring to the drafting, content, scope, distribution, or effect of the Jurisdictional Memorandum, including without limitation Communications between or among the City Attorney, the Office of the Mayor, PEP, the ZBA, members of the City Council, and any Developer Defendant or its representatives.
19. All Documents reflecting any request, suggestion, prompt, or input from any Person (including any Developer Defendant) that led to, prompted, or contributed to the drafting or issuance of the Jurisdictional Memorandum.
20. All legal research, case citations, statutory references, treatise references, and other authority consulted, relied upon, or cited in connection with the drafting of the Jurisdictional Memorandum, including without limitation research memoranda, lawyer notes, internal correspondence, and prior opinions of the City Attorney's office addressing the same or similar subject matter.
21. All Documents reflecting the recipients and distribution of the Jurisdictional Memorandum, including without limitation transmittal e-mails, distribution lists, and posting or publication records.

22. All drafts of the Grandfather Memorandum, including each working draft, redline, comment, edit, comparison document, and the final issued version, together with metadata reflecting authorship, modification dates, and version history.
23. All Communications concerning, reflecting, or referring to the drafting, content, scope, distribution, or effect of the Grandfather Memorandum, including without limitation Communications between or among the City Attorney, the Office of the Mayor, PEP, the ZBA, members of the City Council, and any Developer Defendant or its representatives.
24. All Documents reflecting any request, suggestion, prompt, or input from any Person (including any Developer Defendant) that led to, prompted, or contributed to the drafting or issuance of the Grandfather Memorandum.
25. All Documents reflecting any analysis, evaluation, or determination by any Municipal Defendant of whether the Jurisdictional Memorandum, the Grandfather Memorandum, or any other Communication or Document of the City Attorney, the Mayor, PEP, or any City official has the legal effect of vacating, reversing, modifying, or setting aside the March 26, 2026 disposition of either of the ZBA Applications.
26. All Documents reflecting any prior application, decision, or determination of the ZBA, the City, PEP, or the City Attorney since January 1, 2010 addressing whether a substation, switching station, transformer yard, or similar facility is or is not a "Utility Substation" within the meaning of the Ordinance, including without limitation prior application files, prior staff reports, prior memoranda or opinions, prior ZBA dispositions, and any zoning verification letters or interpretive letters issued by the City Attorney or PEP.
27. All Documents constituting or reflecting the City's interpretation of the term "Utility Substation" within Title 1, Chapter 1, Article III, Section 1, Item 218 of the Ordinance, including without limitation interpretive letters, zoning verification letters, training materials, internal policy memoranda, and prior opinions of the City Attorney's office.
28. The complete legislative file for Ordinance No. 26-25, including without limitation all drafts, all introduced versions, all committee reports, all staff reports, all public-hearing notices and minutes, all written submissions filed in connection with the consideration of

the moratorium, all audio and video recordings of any public hearing or work session, the engrossed and enrolled versions, and the final adopted Ordinance.

29. All Communications concerning, reflecting, or referring to the drafting, introduction, consideration, or adoption of Ordinance No. 26-25, including without limitation Communications between or among the Office of the Mayor, the City Attorney, PEP, members of the City Council, and any other Person.
30. All Documents reflecting the application of Ordinance No. 26-25 to the Project, including without limitation any analysis or determination of whether the Project is exempted from or subject to the moratorium, all Communications with any Developer Defendant concerning the application of the moratorium, and all internal Communications concerning the same.
31. All drafts, versions, and forms of the Proposed Data Center Ordinance prepared, circulated, or considered by any Municipal Defendant or any board, commission, or committee thereof, including without limitation drafts prepared by the Planning Department, drafts recommended by the PZC, drafts circulated by the Office of the Mayor, drafts circulated by the Office of the City Attorney, all redlines and comments, and all comparison documents.
32. All Documents reflecting the consideration, evaluation, debate, or analysis of the substantive standards proposed in any draft of the Proposed Data Center Ordinance, including without limitation analyses of (a) Special Exception requirements; (b) setback requirements; (c) minimum lot size and contiguity requirements; (d) water-use, cooling, and stormwater requirements; (e) noise mitigation requirements; (f) electrical demand disclosure requirements; and (g) administrative-review alternatives proposed in lieu of any Special Exception requirement.
33. All Documents reflecting any Communication, public statement, or position taken by Mayor Randall Woodfin, the Office of the Mayor, City staff, or City council since January 1, 2026 concerning whether hyperscale data centers should be subject to a Special Exception requirement (with public hearing) or to administrative review, including without

limitation press releases, public statements, op-eds, internal memoranda, talking points, and Communications with members of the City Council, the PZC, or any Developer Defendant.

34. All Communications between or among any Municipal Defendant and the Southern Environmental Law Center concerning the Proposed Data Center Ordinance, including without limitation the written communication of or about May 7, 2026 referenced in the Class Action Complaint.
35. The complete application file for the \$7M Permit, including without limitation the application form, all submitted plans and drawings, all narratives or justification statements, all checklists, all internal review notes (zoning, MXD, building, fire, electrical, mechanical, plumbing, stormwater, and otherwise), all Communications between any Municipal Defendant and any Developer Defendant or its representatives concerning the application, and all approvals, conditions, or comments issued by the City.
36. All Documents reflecting the procedural and substantive review undertaken by PEP, the Office of the City Attorney, or any other office of the City of the application for the \$7M Permit, including without limitation any zoning, MXD, special-exception, or use-permission determination made in connection with the application.
37. All Documents reflecting any consideration, evaluation, or undertaking of any review of whether the \$7M Permit was issued in conformity with the Ordinance (including the MXD framework) since the issuance of the \$7M Permit, including any internal memoranda, analyses, e-mails, or recommendations.
38. All building, demolition, grading, land disturbance, stormwater, water, sewer, electrical, mechanical, fire-protection, low-voltage, certificate-of-occupancy, or other permits, certificates, approvals, licenses, variances, exceptions, or determinations issued by any Municipal Defendant to any Person in connection with the Project or the Site since January 1, 2025, together with the complete application files for each.
39. All Documents reflecting any inspection, monitoring, or enforcement activity undertaken by any Municipal Defendant in connection with construction, demolition, or grading work

at the Site since January 1, 2026, including inspection reports, stop-work notices, notices of violation, code-enforcement files, and Communications with the Developer Defendants concerning the same.

40. All Documents reflecting the City's records-management practices for permit-related records, including without limitation the systems used to maintain such records, the retention schedules applicable, and the procedures by which such records are made available to the public.
41. All Communications between or among any Municipal Defendant and Alabama Power and/or Southern Company (including any officer, director, employee, agent, contractor, consultant, or attorney of either) concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the Project's electrical load, transmission, distribution, interconnection, the ZBA Applications, the Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, Ordinance No. 26-25, the Proposed Data Center Ordinance, or any related subject during the Relevant Period.
42. All Documents received by, sent to, or shared with Alabama Power or Southern Company concerning the Project, the Site, the Substation Infrastructure, or any related subject, including without limitation studies, analyses, reports, presentations, slide decks, white papers, briefing documents, and technical materials.
43. All Documents reflecting any system impact study, facilities study, interconnection study, large-load study, distribution-system study, transmission-system study, load-flow analysis, short-circuit analysis, stability analysis, voltage analysis, reactive-power analysis, fault-current analysis, harmonic analysis, dynamic stability analysis, or any other technical study, model, or analysis prepared by, for, with, or in cooperation with Alabama Power, Southern Company, or Southern Company Services, Inc., received by or in the possession of any Municipal Defendant.
44. All Documents reflecting any communication from Alabama Power or Southern Company to any Municipal Defendant concerning (a) the Project's anticipated electrical load and its effect on Alabama Power's transmission system serving the City of Birmingham; (b) the

Project's anticipated electrical load and its effect on Alabama Power's distribution system serving the City of Birmingham; (c) any modifications, upgrades, additions, reinforcements, expansions, reconductoring, line rebuilds, new line construction, new substation construction, or new switching-station construction on the Alabama Power transmission and/or distribution system that are required, planned, or contemplated to serve the Project; (d) the Substation, Switching Station, or any portion of the Substation Infrastructure being owned, operated, maintained, controlled, or interconnected by or with Alabama Power or any Alabama Power affiliate; or (e) any approval, certification, filing, or determination required from the Alabama Public Service Commission, the Federal Energy Regulatory Commission, the Southeastern Electric Reliability Council, the North American Electric Reliability Corporation, or any other regulatory body in connection with the Project.

45. All meeting agendas, minutes, notes, presentations, slide decks, briefing materials, and meeting materials from any meeting between any Municipal Defendant and Alabama Power and/or Southern Company concerning the Project, the Site, the Substation Infrastructure, or any related subject, regardless of whether the meeting was held in person, by telephone, or by video conference.
46. All calendar entries, meeting invitations, conference-call records, and visit logs reflecting any meeting, call, or site visit between or among any Municipal Defendant and Alabama Power and/or Southern Company concerning any subject matter related to the Project.
47. All Documents identifying, by name, title, employer, business unit, address, telephone number, and electronic mail address, any Alabama Power or Southern Company personnel with whom any Municipal Defendant has communicated concerning the Project, the Substation Infrastructure, or any related subject, including without limitation contact lists, project-team rosters, distribution lists, and email-address-book entries.
48. All Documents reflecting any franchise agreement, easement, right-of-way, license, or similar instrument granted by the City to Alabama Power, Southern Company, or any of their affiliates that has any application to or bearing upon the Project, the Site, or the Substation Infrastructure.

49. The complete Citizen Participation Plan, including all bylaws, rules, regulations, election procedures, administrative materials, and guidance documents promulgated thereunder by the City, in the form in which each was in effect at any time during the Relevant Period.
50. All Documents identifying each Affected Neighborhood Association, including without limitation the official name, the recognized geographic boundary (described by streets, parcels, census blocks, or otherwise), the parent CAC, the regular meeting day, time, and location, and the present custodian within the City of the official records of the Affected Neighborhood Association.
51. All Documents identifying each present Neighborhood Officer (president, vice president, and secretary) of each Affected Neighborhood Association, and each present officer (president, vice president, and secretary) of each Affected CAC, including without limitation the name, residential or other address on file with the City, telephone number, electronic mail address, date of election, term of office, and any other contact information maintained by the City (including by the CRSD).
52. All Documents identifying each present and former Neighborhood Officer of any Affected Neighborhood Association who held office at any time on or after January 1, 2024, including the matters identified in the immediately preceding Request as if fully set forth herein with respect to each.
53. All membership rolls, sign-in sheets, attendance records, ballots, voter lists, candidate lists, election records, dues records, distribution lists, mailing lists, and other Documents maintained by the City (including by the CRSD) reflecting the members of any Affected Neighborhood Association at any time on or after January 1, 2024.
54. All Documents reflecting any notice (whether oral, written, electronic, mailed, posted, or otherwise) given by or on behalf of any Municipal Defendant to any Affected Neighborhood Association, any Neighborhood Officer, any Affected CAC, or any member of any of the foregoing concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the ZBA Applications, the March 26, 2026 ZBA

hearing, the Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, Ordinance No. 26-25, or the Proposed Data Center Ordinance.

55. All Communications between or among any Municipal Defendant and any Affected Neighborhood Association, Affected CAC, the Citizens Advisory Board, or any Neighborhood Officer concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the ZBA Applications, the Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, Ordinance No. 26-25, or the Proposed Data Center Ordinance.
56. All meeting minutes, agendas, sign-in sheets, sound recordings, video recordings, and other meeting materials of any Affected Neighborhood Association, Affected CAC, or the Citizens Advisory Board at any time on or after January 1, 2024, in the possession, custody, or control of any Municipal Defendant (including the CRSD), at which the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the ZBA Applications, the Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, Ordinance No. 26-25, or the Proposed Data Center Ordinance was raised, discussed, or considered.
57. All Documents concerning the role, if any, that any Affected Neighborhood Association, Affected CAC, the Citizens Advisory Board, or any Neighborhood Officer played, was offered, was given, or should have been given under the Citizen Participation Plan, the Ordinance, or the policies and practices of the City in connection with the review and disposition of the ZBA Applications, the review and issuance of the \$7M Permit, the consideration of any amendment to the MXD Conceptual Plan applicable to the Site, the drafting and adoption of Ordinance No. 26-25, the drafting and consideration of the Proposed Data Center Ordinance, and the receipt of notice of any application, hearing, decision, or determination relating to the Project.
58. All Documents in the possession, custody, or control of any Municipal Defendant that list, identify, or otherwise reflect the names, mailing addresses, residential addresses, parcel identification numbers, electronic mail addresses, or telephone numbers of residential property owners within the Affected Area, including without limitation: (a) the Jefferson

County tax assessor's records as obtained, used, or maintained by the City; (b) any zoning maps, parcel maps, or GIS layers maintained by the City reflecting MXD-zoned parcels and adjacent residentially-zoned parcels; (c) any utility-billing or water-billing records maintained by the City reflecting account holders within the Affected Area; (d) any address lists used by the City to provide notice of public hearings concerning the Site or the Project; (e) any address lists, distribution lists, or membership rolls maintained by the City (including by the CRSD) for any Affected Neighborhood Association; (f) any address lists used by the City to distribute the agenda, minutes, or notice of any meeting of the ZAC, the PZC, the City Council, or the ZBA concerning the Project, the Site, the ZBA Applications, Ordinance No. 26-25, or the Proposed Data Center Ordinance; and (g) any other Document by which the residential property owners within the Affected Area can, in whole or in part, be identified.

- 59.** All zoning maps, parcel maps, GIS layers, geospatial datasets, and shapefiles maintained by the City reflecting (a) the boundaries of the MXD classification at the Site and within the Oxmoor Valley corridor; (b) the boundaries of all residentially-zoned parcels within or adjacent to the Affected Area; (c) the recognized boundaries of the Affected Neighborhood Associations; (d) the boundaries of the Affected CACs; and (e) any other geographic information necessary to identify the parcels comprising the Affected Area, in native format with all metadata, attribute tables, and projections preserved.
- 60.** All Documents reflecting the City's records-management practices for the records identified in response to the immediately preceding two Requests, including the format(s) (electronic or paper) in which such records are maintained, the office(s) within the City responsible for their maintenance, the retention schedule applicable to each, and the procedure by which such records are made available to members of the public, to Affected Neighborhood Associations, and to litigants.
- 61.** All Documents reflecting any complaint, objection, opposition, or expression of concern received by any Municipal Defendant from any Person concerning the Project, the Site, the demolition of the Regions Lakeshore Operations Center, the grading or earthmoving at the Site, the Substation, the Switching Station, the Substation Infrastructure, or any anticipated

noise, light, dust, vibration, traffic, or electromagnetic emission from the Project, including without limitation electronic mails, letters, voicemail messages, sign-in sheets, public-comment cards, telephone-call logs, City-Council public-comment submissions, and ZBA written-submission filings.

- 62.** All Documents reflecting any public statement, press release, social-media post, blog post, podcast appearance, video post, op-ed, or media interview issued, published, or given by any Municipal Defendant or by any Person on its behalf concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the ZBA Applications, the Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, Ordinance No. 26-25, or the Proposed Data Center Ordinance.
- 63.** All Communications between or among any Municipal Defendant and any media outlet, reporter, or journalist concerning the Project or any related subject.
- 64.** All Communications between or among any Municipal Defendant and any economic-development organization (including without limitation the Birmingham Business Alliance, the Alabama Department of Commerce, and any local industrial development authority) concerning the Project, the Site, the recruitment of the Project to Birmingham, or any related subject.
- 65.** All Documents identifying the custodians of, and the systems and locations storing, electronically stored information potentially responsive to these Requests, including without limitation custodian lists, file-share inventories, email-archive inventories, City permitting-system inventories, City project-management system inventories, City GIS-system inventories, mobile-device inventories, and chat or collaboration platform (including without limitation Slack and Microsoft Teams) inventories applicable to City personnel.
- 66.** All Documents reflecting the issuance, scope, and implementation of any litigation hold, document-preservation notice, or similar notice issued by any Municipal Defendant in connection with this action, the Project, the ZBA Applications, the Jurisdictional

Memorandum, the Grandfather Memorandum, or the \$7M Permit, excluding only those portions properly withheld on privilege grounds and identified on a privilege log.

67. All document-retention, document-destruction, and auto-deletion policies in effect at any Municipal Defendant during the Relevant Period that apply to any custodian or system identified in response to the immediately preceding Requests in this section, including any policy applicable to email, text messages, instant messages, chat or collaboration platform messages, and mobile-device data.
68. All Documents identified, referred to, relied upon, or considered by You in answering Plaintiffs' First Requests for Admission to the Municipal Defendants previously served in this action.
69. All Documents identified, referred to, relied upon, or considered by You in answering Plaintiffs' First Interrogatories to the Municipal Defendants previously served in this action.
70. All Documents that You may use, refer to, or rely upon in connection with any opposition to Plaintiffs' Motion for Class Certification or Plaintiffs' request for preliminary injunctive relief.
71. All Documents that You contend support any defense You have asserted, or intend to assert, in this action.

Respectfully submitted this _____ day of May 2026.

/s/ K. Mark Parnell

K. Mark Parnell (PAR039)

parnell@ptlawllc.com

Counsel for Plaintiffs and the Proposed Class

**OF COUNSEL:
PARNELL THOMPSON, LLC**

120 19th Street North, Suite 2134
Birmingham, AL 35203
(205) 582-2652

PLEASE SERVE WITH COMPLAINT:

The City of Birmingham, Alabama
c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Zoning Board of Adjustment of the City of Birmingham
c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Nebius, Inc. and Nebius Group N.V.
10 State Street Newburyport, MA 01950

Hoar Construction, LLC
2 Metroplex Dr., Ste 400
Birmingham, AL 35209

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

MADELYN GREENE and DAVID BUTLER,)
individually and as the proposed representatives)
of a class of all residential property owners in the)
Affected Area defined herein,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: _____

NEBIUS, INC.; NEBIUS GROUP N.V.;)
THE CITY OF BIRMINGHAM, ALABAMA;)
THE ZONING BOARD OF ADJUSTMENT)
OF THE CITY OF BIRMINGHAM;)
ALABAMA ADC HOLDINGS LLC;)
HOAR CONSTRUCTION, LLC; and)
FICTITIOUS DEFENDANTS A, B, C,)
D, and E,)

Defendants.)

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO THE DEVELOPER DEFENDANTS**

**(NEBIUS, INC.; NEBIUS GROUP N.V.; ALABAMA ADC HOLDINGS LLC;
AND HOAR CONSTRUCTION, LLC)**

Pursuant to Rule 34 of the Alabama Rules of Civil Procedure, Plaintiffs Madelyn Greene and David Butler, individually and as the proposed Class Representative ("Plaintiffs"), hereby requests that Defendants Nebius, Inc.; Nebius Group N.V.; Alabama ADC Holdings LLC; and Hoar Construction, LLC (collectively, the "Developer Defendants"), within forty five (45) days of service hereof, produce for inspection and copying the Documents identified below at the offices of Parnell Thompson, LLC, 120 19th Street North, Suite 2134, Birmingham, Alabama 35203, or at such other place and time as may be mutually agreed upon by counsel.

These Requests are propounded in support of, among other things, Plaintiffs' pending Motion for Class Certification and Plaintiffs' request for preliminary injunctive relief, and are intended to be read together with Plaintiffs' First Requests for Admission and Plaintiffs' First Interrogatories to the Developer Defendants previously served.

DEFINITIONS

1. "You," "Your," and "the Developer Defendant" mean the responding Developer Defendant, including its officers, directors, members, managers, employees, agents, attorneys, accountants, consultants, contractors, subcontractors, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting or purporting to act on its behalf.
2. "Project" means the 300-megawatt, twenty-four-hour, seven-day-per-week hyperscale artificial intelligence computing campus, together with the dedicated industrial power substation, high-voltage switching station, on-site backup-generator infrastructure, fuel storage, cooling systems, and supporting facilities, marketed publicly as the "Birmingham AI Factory" or "BHM01," proposed and being constructed at the Site.
3. "Site" means the multi-parcel, approximately 79.33-acre assemblage located at 201 Milan Parkway, 250 Milan Parkway, 260 Milan Parkway, and 2500 Venice Road in the Oxmoor Valley area of Birmingham, Alabama.
4. "Substation" means the dedicated industrial power substation that is or has been the subject of ZBA Case No. ZBA2026-00007 and/or that is proposed to be constructed at, on, or in connection with the Site.
5. "Switching Station" means the high-voltage switching station that is or has been the subject of ZBA Case No. ZBA2026-00006 and/or that is proposed to be constructed at, on, or in connection with the Site.
6. "Substation Infrastructure" means, collectively, the Substation, the Switching Station, all associated transformers, switchgear, breakers, bus work, control buildings, relay equipment, transmission and distribution lines, easements, rights-of-way, and any other

equipment or structures that switch, regulate, transform, or otherwise modify electricity in connection with the Project.

7. "Alabama Power" or "APCo" means Alabama Power Company, a wholly owned subsidiary of Southern Company, including its officers, directors, employees, agents, contractors, consultants, and any other person or entity acting or purporting to act on its behalf.
8. "Southern Company" means The Southern Company, including its officers, directors, employees, agents, contractors, consultants, subsidiaries (including without limitation Alabama Power and Southern Company Services, Inc.), and any other person or entity acting or purporting to act on its behalf.
9. "Municipal Defendants" means The City of Birmingham, Alabama, and the Zoning Board of Adjustment of the City of Birmingham, including their respective officers, members, employees, agents, attorneys, consultants, departments, divisions, boards, commissions, and committees, including without limitation the Office of the Mayor, the Office of the City Attorney, the Department of Planning, Engineering and Permits ("PEP"), the Community Resource Services Division, the Birmingham City Council, the Zoning Advisory Committee, and the Planning & Zoning Commission.
10. "Ordinance" means the Birmingham Zoning Ordinance, as in effect on the date of service of these Requests.
11. "MXD" means the Planned Mixed Use District zoning classification under the Ordinance.
12. "ZBA Applications" means, collectively, ZBA Case No. ZBA2026-00007 (Substation) and ZBA Case No. ZBA2026-00006 (Switching Station).
13. "Jurisdictional Memorandum" means the Interoffice Memorandum dated April 9, 2026, issued by the Birmingham City Attorney addressing the jurisdiction of the ZBA over the ZBA Applications.
14. "Grandfather Memorandum" means the Interoffice Memorandum dated April 9, 2026, issued by the Birmingham City Attorney addressing the application of Ordinance No. 26-25 to the Project.

15. "\$7M Permit" means the building permit valued at approximately \$7,000,000 issued by the City to Hoar Construction, LLC in or about April 2026 in connection with the Project.
16. "Affected Area" means the geographic area defined in Paragraph 20 of the Class Action Complaint, namely the area lying within the City of Birmingham in the Oxmoor Valley corridor and currently possessing a zoning classification by the City of Birmingham as MXD and surrounding residential neighborhoods of Birmingham, Alabama.
17. "Person" means any natural person, corporation, partnership, limited liability company, joint venture, association, governmental body or subdivision, or other legal or commercial entity.
18. "Communication" means any transmission of information from one Person to another, by any means, including without limitation in-person conversations, telephone calls, voicemail, electronic mail, text messages, instant messages, chat or collaboration platform messages (including without limitation Slack, Microsoft Teams, and similar systems), letters, memoranda, facsimiles, and any other written or oral exchanges, and any drafts, attachments, and enclosures thereto.
19. "Document" has the broadest meaning permitted by Rule 34 of the Alabama Rules of Civil Procedure and includes all writings, electronically stored information ("ESI"), drawings, graphs, charts, photographs, sound recordings, images, electronic mail (with all metadata, headers, and attachments), text messages, instant messages, chat or collaboration platform messages (including without limitation Slack, Microsoft Teams, and similar systems), calendar entries, voicemails, drafts, redlines, comparison documents, mark-ups, presentations, slide decks, spreadsheets (with all underlying formulas), databases, CAD files, GIS files, geospatial data, BIM files, photographs (with metadata), drone footage, video recordings, audio recordings, and any other data or data compilations, however stored or maintained.
20. "Relating to," "concerning," "regarding," "reflecting," and "with respect to" mean comprising, constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with, or in any way pertaining to.

21. "Relevant Period" means January 1, 2024 through and including the date of production, except where another period is specified in a particular Request.

INSTRUCTIONS

1. These Requests call for the production of all responsive Documents in Your possession, custody, or control, or that of Your officers, directors, members, managers, employees, agents, attorneys, accountants, consultants, contractors, subcontractors, parents, subsidiaries, or affiliates.
2. Documents shall be produced as they are kept in the usual course of business or organized and labeled to correspond with the categories of these Requests, as required by Rule 34(b) of the Alabama Rules of Civil Procedure. Documents originally created or stored in electronic form shall be produced in their native format with all metadata intact, or, where mutually agreed, in a single-page TIFF or searchable-PDF format with a load file containing standard metadata fields (including without limitation custodian, file path, sent date, received date, author, recipients, BCC, subject, and document title) and with extracted text. Spreadsheets, CAD files, GIS files, and BIM files shall be produced in native format. Color shall be preserved where it appears in the original.
3. If You assert that any Document, or any portion thereof, is protected from production by the attorney-client privilege, the attorney work-product doctrine, or any other privilege or protection, You shall (a) produce all non-privileged portions; and (b) furnish a privilege log compliant with Rule 26(b)(6) of the Alabama Rules of Civil Procedure, identifying for each withheld Document or portion the author, all recipients (including those copied or blind-copied), the date, the type of Document, the subject matter (in general terms sufficient to evaluate the privilege claim), and the specific privilege or protection asserted.
4. If any Document responsive to these Requests was, but is no longer, in Your possession, custody, or control, or has been destroyed, lost, or otherwise disposed of, identify each such Document by author, recipient, date, subject matter, type, and present location (if known), describe the circumstances of its disappearance or destruction (including the date

and the Person responsible), and identify each Person who has knowledge of the contents of the Document.

5. These Requests are continuing in nature. If You learn of any Document responsive to these Requests after Your initial production, You shall supplement Your production as required by Rule 26(e) of the Alabama Rules of Civil Procedure.
6. If any Request is objected to in whole or in part, state the specific basis for the objection, identify the portion of the Request to which the objection is directed, and produce all responsive Documents not subject to the objection.
7. The singular includes the plural and the plural includes the singular; the masculine, feminine, and neuter genders each include the others; and "and" and "or" shall each be construed conjunctively or disjunctively as necessary to bring within the scope of the Request all responses that might otherwise be construed to be outside its scope.
8. **PRESERVATION OBLIGATION:** Plaintiffs remind You of Your continuing obligation to preserve all Documents (including ESI) potentially relevant to this action. You are specifically directed to suspend any document-destruction or auto-deletion policies, to preserve email mailboxes, text messages, instant messages, chat or collaboration platform messages (including without limitation Slack, Microsoft Teams, and similar systems), calendar data, project-management system data, and mobile-device data of all custodians involved in the Project, and to preserve all backup tapes and archives that may contain potentially responsive Documents.

REQUESTS FOR PRODUCTION

1. All Documents reflecting the corporate, ownership, and control relationships among Nebius Group N.V., Nebius, Inc., Alabama ADC Holdings LLC, and any other Nebius-affiliated or Nebius-related entity having any role in the Project or the Site, including without limitation organizational charts, articles of incorporation or formation, operating agreements, shareholder agreements, voting trust agreements, parent-subsidiary intercompany agreements, capital-contribution agreements, and management services agreements.

2. All Documents concerning the acquisition of the parcels comprising the Site on or about September 30, 2025, including without limitation purchase and sale agreements, title commitments, title policies, deeds, closing statements, escrow instructions, surveys, environmental site assessments (Phase I, Phase II, or otherwise), and all addenda, amendments, and exhibits thereto.
3. All Documents concerning Your selection of the Site as the location for the Project, including without limitation site-selection criteria, site-selection studies, internal memoranda, board or committee presentations, decks, and Communications with any economic-development authority, the State of Alabama, the City of Birmingham, Jefferson County, the Birmingham Business Alliance, or any other Person concerning the selection of the Site.
4. All Documents concerning any incentive, abatement, exemption, grant, credit, rebate, infrastructure assistance, or other benefit sought from or offered by the State of Alabama, the City of Birmingham, Jefferson County, or any other governmental or quasi-governmental authority in connection with the Project, including without limitation tax-abatement applications, project-development agreements, memoranda of understanding, board minutes, and supporting documentation.
5. All Documents reflecting the design of the Project, including without limitation site plans, master plans, conceptual plans, preliminary design documents, design development documents, construction drawings, civil drawings, structural drawings, mechanical drawings, electrical drawings, plumbing drawings, fire-protection drawings, low-voltage drawings, telecommunications drawings, landscape drawings, lighting plans, signage plans, and all revisions, redlines, and final issued versions thereof.
6. All Documents reflecting the design electrical demand of the Project, including without limitation load calculations, load schedules, single-line diagrams, three-line diagrams, ultimate build-out load projections, and any phased load-ramp schedules, at initial operation and at ultimate build-out.

7. All Documents reflecting the design and specification of all backup-generator equipment for the Project, including without limitation generator-set specifications, fuel-system specifications, exhaust-stack specifications, sound-attenuation specifications, projected runtime under emergency operation, projected runtime under testing, and any emissions calculations or air-permit submissions.
8. All Documents reflecting the design and specification of all cooling systems for the Project, including without limitation cooling-tower specifications, chiller specifications, dry-cooler specifications, closed-loop systems, evaporative-cooling systems, water-treatment specifications, projected water consumption rates, projected blowdown rates, and projected heat-rejection rates.
9. All Documents reflecting the design and specification of fuel-storage facilities at the Site, including without limitation tank specifications, secondary containment specifications, Spill Prevention, Control, and Countermeasure (SPCC) plans, and all submissions to the Alabama Department of Environmental Management (ADEM) or any other agency relating thereto.
10. All Documents reflecting design noise levels of the Project, both during construction and during operation, including without limitation acoustic studies, sound-propagation models, noise contour maps, dBA projections at the Site boundary and at varying distances, octave-band analyses, low-frequency analyses, and all input data, model parameters, and assumptions used.
11. All Documents reflecting design lighting of the Project, including without limitation lighting plans, photometric studies, light-trespass analyses, glare analyses, and IES files.
12. All Documents reflecting the design and specification of the stormwater management system for the Project, including without limitation grading and drainage plans, hydrologic and hydraulic calculations, stormwater pollution prevention plans, NPDES submissions, and all submissions to ADEM or other regulatory agencies.
13. All Documents reflecting the projected timeline for the Project, including without limitation master schedules, milestone schedules, look-ahead schedules, and updates

thereto, and all Communications concerning schedule and timing of mechanical completion, energization, and commercial operation.

14. All Documents (including marketing materials, decks, white papers, websites, press releases, investor-relations materials, securities filings, earnings call transcripts, analyst presentations, and Form 6-K and Form 20-F filings) describing or referring to the "Birmingham AI Factory" or "BHM01."
15. The complete application files for ZBA Case No. ZBA2026-00007 (Substation) and ZBA Case No. ZBA2026-00006 (Switching Station), including without limitation all submitted materials, exhibits, drawings, narratives, justification statements, presentations, and any subsequent submissions or supplementations.
16. All drafts of, edits to, and Communications concerning the ZBA Applications, including all internal Communications among Your personnel, attorneys, consultants, or contractors regarding strategy, content, justification, or characterization of the Substation or Switching Station.
17. All Documents concerning the March 26, 2026 ZBA hearing on the ZBA Applications, including without limitation the agenda packet, the hearing notice, the staff report, the hearing transcript, any audio or video recording of the hearing, presentations or exhibits used at the hearing, witness lists, sign-in sheets, written submissions filed in connection with the hearing, and Your attorneys' or consultants' notes from the hearing.
18. All Communications between or among any Developer Defendant (including any officer, director, member, manager, employee, agent, attorney, consultant, contractor, subcontractor, parent, subsidiary, or affiliate) and any Municipal Defendant (including any City Attorney, Mayor or Mayor's office personnel, PEP personnel, City Council member or staff, Zoning Advisory Committee member, Planning & Zoning Commission member, ZBA member or staff) concerning the ZBA Applications, the jurisdiction of the ZBA, the legal characterization of the Substation or Switching Station as a "Utility Substation" under the Ordinance, or any related subject during the period from January 1, 2026 through and including the date of production.

19. All Communications between or among any Developer Defendant and any Municipal Defendant during the period from March 26, 2026 through April 9, 2026.
20. All drafts, comments, edits, redlines, mark-ups, comparison documents, and Communications concerning, reflecting, or referring to the Jurisdictional Memorandum, including without limitation any draft transmitted to, reviewed by, edited by, or commented upon by any Developer Defendant.
21. All drafts, comments, edits, redlines, mark-ups, comparison documents, and Communications concerning, reflecting, or referring to the Grandfather Memorandum, including without limitation any draft transmitted to, reviewed by, edited by, or commented upon by any Developer Defendant.
22. All Documents reflecting any request, suggestion, prompt, or input by any Developer Defendant to any Municipal Defendant concerning the issuance, content, characterization, or substance of the Jurisdictional Memorandum or the Grandfather Memorandum.
23. All Documents concerning the legal interpretation of the term "Utility Substation" within Title 1, Chapter 1, Article III, Section 1, Item 218 of the Ordinance, including without limitation legal memoranda, opinion letters, white papers, research notes, and Communications with counsel (excluding only those properly withheld and logged on a privilege log).
24. All Documents reflecting any communication, presentation, briefing, or other interaction between any Developer Defendant and any individual member of the ZBA, the Birmingham City Council, the Planning & Zoning Commission, or the Zoning Advisory Committee concerning the Project, the ZBA Applications, or any related subject.
25. All Documents reflecting the failure of either of the ZBA Applications to receive a two-thirds (2/3) concurring vote at the March 26, 2026 hearing, including without limitation hearing minutes, vote tallies, motions made, and Your attorneys' or consultants' contemporaneous notes.

26. All Documents reflecting Your post-March 26, 2026 evaluation, analysis, or strategy concerning the disposition of the ZBA Applications, including without limitation any consideration of (a) re-application; (b) appeal under Ala. Code § 11-52-81 (1975); (c) reliance on the Jurisdictional Memorandum; (d) continuation of construction; or (e) any combination thereof.
27. All Communications between or among any Developer Defendant and Alabama Power and/or Southern Company (including any officer, director, employee, agent, contractor, consultant, or attorney of either) concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the Project's electrical load, transmission, distribution, interconnection, or any related subject during the Relevant Period.
28. All contracts, agreements, letters of intent, term sheets, memoranda of understanding, interconnection agreements, electric service agreements, special contracts, load letters, capacity reservations, transmission service agreements, large-load study agreements, and other instruments, whether executed or in draft form, between any Developer Defendant and Alabama Power and/or Southern Company concerning the Project, the Site, the Substation Infrastructure, or any electrical service to the Project.
29. All Documents reflecting the present plan for the supply of electrical power to the Project, including without limitation the electric utility or utilities that will supply power, the voltage class of the supply, points of interconnection between Alabama Power's transmission and/or distribution facilities and the Substation Infrastructure, and any single-line diagrams or system schematics depicting the interconnection.
30. All Documents reflecting any modification, upgrade, addition, reinforcement, expansion, reconductoring, line rebuild, new line construction, new substation construction, or new switching-station construction on Alabama Power's transmission and/or distribution system that is required, planned, or contemplated to serve the Project, including without limitation the location, scope, estimated cost, estimated in-service date, and responsible Persons at Alabama Power.

31. All Documents reflecting any system impact study, facilities study, interconnection study, large-load study, distribution-system study, transmission-system study, load-flow analysis, short-circuit analysis, stability analysis, voltage analysis, reactive-power analysis, fault-current analysis, harmonic analysis, dynamic stability analysis, or any other technical study, model, or analysis prepared by, for, with, or in cooperation with Alabama Power, Southern Company, or Southern Company Services, Inc. concerning the Project, the Site, or the Substation Infrastructure.
32. All Documents reflecting any impact, anticipated or actual, of the Project's electrical load on the Alabama Power transmission system or distribution system, including without limitation any communication from Alabama Power or Southern Company identifying, describing, or quantifying any line, substation, transformer, breaker, relay, capacitor, or other facility loading, voltage support, reactive power, fault current, stability, or other operational impact.
33. All Documents reflecting any ownership, operation, maintenance, control, or interconnection of the Substation, the Switching Station, or any portion of the Substation Infrastructure by or with Alabama Power or any Alabama Power affiliate, including without limitation any agreement allocating ownership of equipment, any agreement allocating operations and maintenance responsibility, and any operating-protocol agreement.
34. All Documents reflecting any approval, certification, filing, or determination by the Alabama Public Service Commission, the Federal Energy Regulatory Commission, the Southeastern Electric Reliability Council, the North American Electric Reliability Corporation, or any other regulatory body in connection with the Project, the Substation Infrastructure, or any service to the Project, including without limitation copies of all filings made and all responses received.
35. All meeting agendas, minutes, notes, presentations, slide decks, and other meeting materials from any meeting between any Developer Defendant and Alabama Power and/or Southern Company concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, or any related subject.

36. All calendar entries, meeting invitations, conference-call records, and visit logs reflecting any meeting, call, or site visit between or among any Developer Defendant and Alabama Power and/or Southern Company.
37. All work orders, purchase orders, statements of work, and similar instruments under which Alabama Power, Southern Company, or any of their affiliates, contractors, or consultants has performed or is performing engineering, design, study, construction, equipment supply, or testing work in connection with the Project.
38. All Documents identifying, by name, title, employer, business unit, address, telephone number, and electronic mail address, any Alabama Power or Southern Company personnel with whom any Developer Defendant has communicated or is communicating concerning the Project, the Substation Infrastructure, or any related subject, including without limitation contact lists, project-team rosters, distribution lists, and email-address-book entries.
39. All Documents reflecting whether any Person other than the Developer Defendants will or is anticipated to draw electrical power from, route electricity through, or otherwise use the Substation, the Switching Station, or any portion of the Substation Infrastructure.
40. All Documents in Your possession, custody, or control concerning the MXD Conceptual Plan, Development Guidelines, and Development Plans applicable to the Site, including without limitation copies of each, all amendments thereto, all Communications with City personnel concerning their interpretation, and all internal analyses or memoranda concerning their application to the Project.
41. All Documents reflecting Your contention, if any, that the Project is a permitted use under the existing MXD Conceptual Plan applicable to the Site without amendment, including without limitation legal opinions, planning analyses, and Communications with the City or its representatives concerning that contention.
42. All Documents concerning any consideration, evaluation, drafting, or pursuit by any Developer Defendant of an amendment to the MXD Conceptual Plan applicable to the Site,

including without limitation draft amendment applications, internal Communications, Communications with City personnel, and Communications with consultants or counsel.

43. The complete application file for the \$7M Permit, including without limitation the application form, all submitted plans and drawings, all narratives or justification statements, all Communications between any Developer Defendant and the City concerning the application, and all approvals, conditions, or comments received from the City.
44. All Documents reflecting all building, demolition, grading, land disturbance, stormwater, water, sewer, electrical, mechanical, fire-protection, low-voltage, or other permits, certificates, approvals, licenses, variances, exceptions, or determinations sought or obtained by any Developer Defendant in connection with the Project or the Site since January 1, 2025.
45. The general construction contract between any Developer Defendant and Hoar Construction, LLC for work at the Site, together with all amendments, change orders, work orders, and exhibits.
46. All subcontracts, purchase orders, supply agreements, and equipment-procurement agreements entered into by any Developer Defendant or by Hoar Construction, LLC in connection with the Project or the Site.
47. All Documents reflecting work performed at the Site since January 1, 2026, including without limitation daily logs, weekly reports, progress photographs, drone footage, video surveillance, surveyor's records, dewatering reports, grading reports, soil reports, and dust-monitoring or noise-monitoring records.
48. All Documents reflecting the demolition of the former Regions Lakeshore Operations Center, including without limitation demolition plans, asbestos surveys, hazardous-materials abatement records, debris-disposal records, and photographs.
49. All photographs, videos, drone images, and aerial images of the Site taken at any time on or after January 1, 2025, by or on behalf of any Developer Defendant.

50. All Documents reflecting expenditures by or on behalf of any Developer Defendant on demolition, grading, earthmoving, construction, equipment procurement, engineering, design, professional services, or other site or development costs in connection with the Project from January 1, 2025 through the date of production, including invoices, payment records, and accounting records.
51. All Documents reflecting Your present and intended schedule for further site work and construction at the Site, including without limitation projected dates for grading completion, foundation work, structural erection, mechanical and electrical rough-in, equipment delivery and installation, energization, and commercial operation.
52. All environmental impact assessments, environmental site assessments, environmental studies, biological surveys, wetlands delineations, threatened-species surveys, tree surveys, topographic surveys, and similar studies performed for or in connection with the Site or the Project.
53. All air-quality and emissions studies, modeling, or projections concerning the Project, including without limitation NO_x, CO, particulate matter, and other criteria-pollutant projections from generator operation and testing, and any submissions to ADEM, the EPA, or other agencies.
54. All water-use and water-discharge studies, modeling, or projections concerning the Project, including without limitation water-supply analyses, blowdown projections, cooling-tower drift studies, NPDES-related submissions, and any submissions to ADEM, the Birmingham Water Works, or other agencies.
55. All electromagnetic emissions, electromagnetic interference (EMI), and electromagnetic field (EMF) studies, modeling, or projections concerning the Substation Infrastructure or the Project.
56. All heat-plume, microclimate, and thermal-impact studies, modeling, or projections concerning the Project.

57. All traffic studies, traffic-impact analyses, construction-traffic studies, and truck-routing plans concerning the Project or the Site.
58. All visual-impact studies, sight-line analyses, photo simulations, line-of-sight studies, and renderings concerning the Project's visibility from any property within or adjacent to the Affected Area.
59. All studies, analyses, models, or projections concerning the impact of the Project on residential property values, property marketability, or stigma, whether prepared by, for, or in connection with any Developer Defendant.
60. All Documents concerning Your community-engagement, public-relations, government-relations, or community-affairs activities related to the Project, including without limitation strategy memoranda, talking points, FAQs, scripts, and Communications with any public-relations, lobbying, or government-affairs consultant.
61. All Documents reflecting any notice (whether oral, written, electronic, mailed, posted, or otherwise) given by or on behalf of any Developer Defendant to any residential property owner within or adjacent to the Affected Area, to any Birmingham Neighborhood Association, to any Neighborhood Officer, to any Community Advisory Committee, or to any member of any of the foregoing concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the ZBA Applications, the March 26, 2026 ZBA hearing, the Jurisdictional Memorandum, the Grandfather Memorandum, or the \$7M Permit.
62. All Communications between or among any Developer Defendant and any Birmingham Neighborhood Association, Community Advisory Committee, the Citizens Advisory Board, or any officer or member of any of the foregoing concerning the Project or any related subject.
63. All Documents reflecting any complaint, objection, opposition, or expression of concern received by any Developer Defendant from any Person concerning the Project, the Site, the demolition of the Regions Lakeshore Operations Center, the grading or earthmoving at the

Site, the Substation, the Switching Station, the Substation Infrastructure, or any anticipated noise, light, dust, vibration, traffic, or electromagnetic emission from the Project.

64. All Documents concerning any dust, noise, vibration, light, traffic, or other complaint received by Hoar Construction, LLC or any subcontractor in connection with construction at the Site.
65. All press releases, public statements, social-media posts, blog posts, podcast appearances, video posts, op-eds, and media interviews issued, published, or given by any Developer Defendant or by any Person on its behalf concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, or any related subject.
66. All insurance policies (including primary, excess, umbrella, and reinsurance policies) under which any Developer Defendant claims or might claim coverage for any of the matters at issue in this action, including without limitation policies of commercial general liability, builder's-risk, environmental impairment liability, pollution legal liability, professional liability, directors-and-officers liability, and excess casualty.
67. All Documents identifying the custodians of, and the systems and locations storing, electronically stored information potentially responsive to these Requests, including without limitation custodian lists, file-share inventories, email-archive inventories, project-management system inventories, mobile-device inventories, and chat or collaboration platform (including without limitation Slack and Microsoft Teams) inventories.
68. All Documents reflecting the issuance, scope, and implementation of any litigation hold, document-preservation notice, or similar notice issued by any Developer Defendant in connection with this action, the Project, the ZBA Applications, the Jurisdictional Memorandum, the Grandfather Memorandum, or the \$7M Permit, excluding only those portions properly withheld on privilege grounds and identified on a privilege log.
69. All document-retention, document-destruction, and auto-deletion policies in effect at any Developer Defendant during the Relevant Period that apply to any custodian or system identified in response to the immediately preceding Requests in this section, including any

policy applicable to email, text messages, instant messages, chat or collaboration platform messages, and mobile-device data.

70. All Documents identified, referred to, relied upon, or considered by You in answering Plaintiffs' First Requests for Admission to the Developer Defendants previously served in this action.
71. All Documents identified, referred to, relied upon, or considered by You in answering Plaintiffs' First Interrogatories to the Developer Defendants previously served in this action.
72. All Documents that You may use, refer to, or rely upon in connection with any opposition to Plaintiffs' Motion for Class Certification or Plaintiffs' request for preliminary injunctive relief.
73. All Documents that You contend support any defense You have asserted, or intend to assert, in this action.

Respectfully submitted this 13th day of May 2026.

/s/ K. Mark Parnell

K. Mark Parnell (PAR039)

parnell@ptlawllc.com

Counsel for Plaintiffs and the Proposed Class

OF COUNSEL:

PARNELL THOMPSON, LLC

120 19th Street North, Suite 2134

Birmingham, AL 35203

(205) 582-2652

PLEASE SERVE WITH COMPLAINT:

The City of Birmingham, Alabama

c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Zoning Board of Adjustment of the City of Birmingham
c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Nebius, Inc. and Nebius Group N.V.
10 State Street Newburyport, MA 01950

Hoar Construction, LLC
2 Metroplex Dr., Ste 400
Birmingham, AL 35209

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

MADELYN GREENE and DAVID BUTLER,)
individually and as the proposed representatives)
of a class of all residential property owners in the)
Affected Area defined herein,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: _____

NEBIUS, INC.; NEBIUS GROUP N.V.;)
THE CITY OF BIRMINGHAM, ALABAMA;)
THE ZONING BOARD OF ADJUSTMENT)
OF THE CITY OF BIRMINGHAM;)
ALABAMA ADC HOLDINGS LLC;)
HOAR CONSTRUCTION, LLC; and)
FICTITIOUS DEFENDANTS A, B, C,)
D, and E,)

Defendants.)

PLAINTIFFS' FIRST INTERROGATORIES

TO THE MUNICIPAL DEFENDANTS

**(THE CITY OF BIRMINGHAM, ALABAMA, AND THE ZONING BOARD
OF ADJUSTMENT OF THE CITY OF BIRMINGHAM)**

Pursuant to Rules 26 and 33 of the Alabama Rules of Civil Procedure, Plaintiffs Madelyn Greene and David Butler, individually and as the proposed Class Representative ("Plaintiffs"), hereby propounds the following Interrogatories to Defendants The City of Birmingham, Alabama (the "City"), and the Zoning Board of Adjustment of the City of Birmingham (the "ZBA") (collectively, the "Municipal Defendants"), to be answered separately, fully, in writing, and under oath by each Municipal Defendant within forty five (45) days of service hereof. These Interrogatories are propounded in support of, among other things, Plaintiffs' pending Motion for

Class Certification, Plaintiffs' pending Requests for Admission, and Plaintiffs' request for preliminary injunctive relief.

DEFINITIONS

1. "You," "Your," and "the Municipal Defendant" mean the responding Municipal Defendant, including its officers, members, employees, agents, attorneys, consultants, departments, divisions, boards, commissions, committees, and any other person or entity acting or purporting to act on its behalf, including without limitation, with respect to the City, the Office of the Mayor, the Office of the City Attorney, the Department of Planning, Engineering and Permits ("PEP"), the Community Resource Services Division, the Birmingham City Council, the Zoning Advisory Committee, and the Planning & Zoning Commission.
2. "Project" means the 300-megawatt, twenty-four-hour, seven-day-per-week hyperscale artificial intelligence computing campus, together with the dedicated industrial power substation, high-voltage switching station, on-site backup-generator infrastructure, fuel storage, cooling systems, and supporting facilities, marketed publicly as the "Birmingham AI Factory" or "BHM01," proposed and being constructed at the Site.
3. "Site" means the multi-parcel, approximately 79.33-acre assemblage located at 201 Milan Parkway, 250 Milan Parkway, 260 Milan Parkway, and 2500 Venice Road in the Oxmoor Valley area of Birmingham, Alabama.
4. "Substation" means the dedicated industrial power substation that is or has been the subject of ZBA Case No. ZBA2026-00007 and/or that is proposed to be constructed at, on, or in connection with the Site.
5. "Switching Station" means the high-voltage switching station that is or has been the subject of ZBA Case No. ZBA2026-00006 and/or that is proposed to be constructed at, on, or in connection with the Site.
6. "Substation Infrastructure" means, collectively, the Substation, the Switching Station, all associated transformers, switchgear, breakers, bus work, control buildings, relay

equipment, transmission and distribution lines, easements, rights-of-way, and any other equipment or structures that switch, regulate, transform, or otherwise modify electricity in connection with the Project.

7. "Ordinance" means the Birmingham Zoning Ordinance, as in effect on the date of service of these Interrogatories.
8. "MXD" means the Planned Mixed Use District zoning classification under the Ordinance.
9. "ZBA Applications" means, collectively, ZBA Case No. ZBA2026-00007 (Substation) and ZBA Case No. ZBA2026-00006 (Switching Station).
10. "Jurisdictional Memorandum" means the Interoffice Memorandum dated April 9, 2026, issued by the Birmingham City Attorney addressing the jurisdiction of the ZBA over the ZBA Applications.
11. "Grandfather Memorandum" means the Interoffice Memorandum dated April 9, 2026, issued by the Birmingham City Attorney addressing the application of Ordinance No. 26-25 to the Project.
12. "\$7M Permit" means the building permit valued at approximately \$7,000,000 issued by the City to Hoar Construction, LLC in or about April 2026 in connection with the Project.
13. "Developer Defendants" means, collectively, Nebius, Inc.; Nebius Group N.V.; Alabama ADC Holdings LLC; Hoar Construction, LLC; and any of their respective officers, directors, members, managers, employees, agents, attorneys, consultants, contractors, subcontractors, parents, subsidiaries, or affiliates.
14. "Alabama Power" or "APCo" means Alabama Power Company, a wholly owned subsidiary of Southern Company, including its officers, directors, employees, agents, contractors, consultants, and any other person or entity acting or purporting to act on its behalf.
15. "Southern Company" means The Southern Company, including its officers, directors, employees, agents, contractors, consultants, subsidiaries (including without limitation

Alabama Power and Southern Company Services, Inc.), and any other person or entity acting or purporting to act on its behalf.

16. "APCo Communications" means any and all communications between or among, on the one hand, You (or any of your officers, members, employees, agents, contractors, consultants, or attorneys) and, on the other hand, Alabama Power, Southern Company, or any of their respective officers, directors, employees, agents, contractors, consultants, or attorneys, concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the Project's electrical load, transmission, distribution, interconnection, ZBA Case No. ZBA2026-00007, ZBA Case No. ZBA2026-00006, the ZBA Applications, the Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, or any related subject.
17. "Affected Area" means the geographic area defined in Paragraph 20 of the Class Action Complaint, namely the area lying within the City of Birmingham in the Oxmoor Valley corridor and currently possessing a zoning classification by the City of Birmingham as MXD and surrounding residential neighborhoods of Birmingham, Alabama.
18. "Citizen Participation Plan" or "CPP" means the City of Birmingham's Citizen Participation Plan originally adopted in 1974 (as the Birmingham Community Participation Program) and most recently revised in 2013, and any superseding citizen participation plan or program now in effect, together with all bylaws, rules, regulations, election procedures, and administrative materials promulgated thereunder by the City.
19. "Neighborhood Association" means any of the ninety-nine (99) recognized Neighborhood Associations of the City of Birmingham organized under the Citizen Participation Plan, and "Affected Neighborhood Association" means any Neighborhood Association whose recognized geographic boundary lies within, includes any portion of, or is contiguous with the Affected Area.
20. "Community Advisory Committee" or "CAC" means any of the twenty-three (23) Community Advisory Committees of the City of Birmingham organized under the Citizen

Participation Plan, and "Affected CAC" means any CAC that includes any Affected Neighborhood Association.

21. "Neighborhood Officer" means any elected or appointed officer (including without limitation any president, vice president, or secretary) of a Neighborhood Association, Community Advisory Committee, or the Citizens Advisory Board organized under the Citizen Participation Plan.
22. "Person" means any natural person, corporation, partnership, limited liability company, joint venture, association, governmental body or subdivision, or other legal or commercial entity.
23. "Communication" means any transmission of information from one Person to another, by any means, including without limitation in-person conversations, telephone calls, voicemail, electronic mail, text messages, instant messages, chat or collaboration platform messages (including without limitation Slack, Microsoft Teams, and similar systems), letters, memoranda, facsimiles, and any other written or oral exchanges, and any drafts, attachments, and enclosures thereto.
24. "Document" has the broadest meaning permitted by Rule 34 of the Alabama Rules of Civil Procedure and includes all writings, electronically stored information, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations, however stored or maintained, including without limitation records maintained by the Jefferson County Tax Assessor, the City Clerk, PEP, the Office of the Mayor, the Office of the City Attorney, the Community Resource Services Division, the City Council, the Zoning Advisory Committee, the Planning & Zoning Commission, and the ZBA.
25. "Identify," when used with reference to a natural person, means to state the person's full name, present or last known business and residential addresses, present or last known business and residential telephone numbers, present or last known electronic mail address, and present or last known employer, job title, and relationship to You.
26. "Identify," when used with reference to an entity, means to state the entity's full legal name, state of incorporation or formation, principal place of business, and the name and contact

information of a natural person presently authorized to receive process or business communications on its behalf.

27. "Identify," when used with reference to a Document or Communication, means to state the type of Document or Communication, its date, its author or sender, all recipients (including those copied or blind-copied), its subject matter or title, its present custodian, and a description sufficient to permit its identification in a request for production of documents.
28. "Relating to," "concerning," "regarding," and "with respect to" mean comprising, constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with, or in any way pertaining to.

INSTRUCTIONS

1. Each Interrogatory is to be answered separately, fully, in writing, and under oath by each Municipal Defendant on the basis of all information within its possession, custody, or control, or that of its officers, members, employees, agents, attorneys, consultants, departments, divisions, boards, commissions, or committees.
2. If You cannot answer any Interrogatory in full after exercising due diligence to secure the information, so state, answer to the extent possible, specify Your inability to answer the remainder, and state whatever information You have concerning the unanswered portion.
3. Where the name or identity of a Person is requested, state the Person's full name, last known address, telephone number, electronic mail address, employer, and job title.
4. If You assert that any Interrogatory, or any portion thereof, calls for information protected by the attorney-client privilege, the attorney work-product doctrine, the deliberative process privilege, or any other privilege or protection, identify each such withheld Communication or Document by author, recipient, date, type, subject matter (in general terms), and the privilege or protection asserted, in a privilege log compliant with Rule 26(b)(6) of the Alabama Rules of Civil Procedure.

5. These Interrogatories are continuing in nature. If You learn that any answer is incorrect or incomplete, You shall supplement Your answer as required by Rule 26(e) of the Alabama Rules of Civil Procedure.
6. The singular includes the plural and the plural includes the singular; the masculine, feminine, and neuter genders each include the others; and "and" and "or" shall each be construed conjunctively or disjunctively as necessary to bring within the scope of the Interrogatory all responses that might otherwise be construed to be outside its scope.
7. Where information is contained in a Document maintained by the City or the ZBA, You may, in lieu of restating that information in narrative form, answer by specifically identifying the Document (by title, date, author, custodian, and Bates number where applicable) and producing it pursuant to Rule 33(c) of the Alabama Rules of Civil Procedure, provided that the burden of deriving the answer from the Document is substantially the same for Plaintiffs as for the responding Municipal Defendant.

INTERROGATORIES

1. Identify the responding Municipal Defendant, including the name, title, address, telephone number, and electronic mail address of the natural person verifying these answers, and the office, department, division, board, commission, or committee on whose knowledge the verification is based.
2. Identify each Person presently or formerly employed by, appointed to, or serving on behalf of the responding Municipal Defendant who has knowledge of any of the matters set forth in the Class Action Complaint, the Plaintiffs' First Requests for Admission, or these Interrogatories, and for each such Person, state in summary the subject matter of their knowledge.
3. Identify each Person who was involved on behalf of the responding Municipal Defendant in any of the following:
 - (a) the receipt, review, processing, or recommendation on the application for the \$7M Permit;

- (b) the issuance of the \$7M Permit;
 - (c) the receipt, review, processing, or recommendation on the ZBA Applications;
 - (d) the conduct of the March 26, 2026 ZBA hearing on the ZBA Applications;
 - (e) the drafting, issuance, transmittal, or distribution of the Jurisdictional Memorandum;
 - (f) the drafting, issuance, transmittal, or distribution of the Grandfather Memorandum;
 - (g) the drafting, consideration, or adoption of Ordinance No. 26-25 (the moratorium);
 - (h) the drafting or consideration of the Proposed Data Center Ordinance;
 - (i) any Communication with any Developer Defendant concerning the Project, the Site, the Substation, the Switching Station, or the Substation Infrastructure;
 - (j) any Communication with Alabama Power or Southern Company concerning the Project, the Site, the Substation, the Switching Station, or the Substation Infrastructure.
4. Identify each Conceptual Plan, Development Guidelines, and Development Plan applicable to the Site or any portion of the Oxmoor Corporate Park MXD, and for each, state:
- (a) the title;
 - (b) the date adopted;
 - (c) the body that adopted it;
 - (d) the present custodian of the original;
 - (e) any amendments thereto, with adoption date and adopting body for each amendment; and
 - (f) the uses authorized thereunder.
5. State whether the responding Municipal Defendant contends that the Project is a permitted use under the existing MXD Conceptual Plan applicable to the Site without amendment. If so, identify the specific provisions of the Ordinance, the existing Conceptual Plan, the existing Development Guidelines, and the existing Development Plans that authorize the

Project, and identify each Person who participated in the analysis underlying that contention.

6. Describe the procedure required by the Ordinance and by the policies and practices of the City for amending an MXD Conceptual Plan, including without limitation the role of the Zoning Advisory Committee, the Planning & Zoning Commission, the Department of Planning, Engineering and Permits, the City Council, and any Affected Neighborhood Association, and identify each Document setting forth that procedure.
7. State whether any application or request to amend the Conceptual Plan applicable to the Site to authorize the Project has been received, considered, or acted upon by the City, the Zoning Advisory Committee, the Planning & Zoning Commission, the City Council, or any other body of the City, and if so, describe in detail the application or request, the date received, and the present status.
8. For each of the ZBA Applications, identify:
 - (a) the date the application was filed;
 - (b) the applicant of record;
 - (c) each notice given to any Person concerning the application, including the date of notice, the recipients (including any Affected Neighborhood Association or Neighborhood Officer), and the means of notice;
 - (d) each member of the ZBA in attendance at the March 26, 2026 hearing;
 - (e) the vote of each member of the ZBA on each motion taken at the March 26, 2026 hearing on the application;
 - (f) each oral or written submission made by or on behalf of the applicant, the City, the City Attorney, City staff, any Affected Neighborhood Association, or any other Person at or in connection with the March 26, 2026 hearing on the application;
 - (g) the disposition of the application as of the close of business on March 26, 2026; and

- (h) the present custodian of the official record of the application, including without limitation the application materials, the staff report, the agenda packet, the minutes, and any audio or video recording.
9. State whether either of the ZBA Applications received the two-thirds (2/3) concurring vote required for approval under Section VII(h) of the ZBA Rules of Procedure and Ala. Code § 45-37A-56(b) (1975) at the March 26, 2026 hearing, and if so, identify the specific motion that received that two-thirds vote, the members voting in the affirmative, and the present custodian of the record of that vote.
10. State whether any aggrieved party petitioned for writ of certiorari under Ala. Code § 11-52-81 (1975) within fifteen (15) days of the March 26, 2026 disposition of either ZBA Application, and if so, identify the petitioning party, the date of filing, the case number, and the present status of any such proceeding.
11. Describe in detail each Communication between any Municipal Defendant (including the Office of the City Attorney, the Office of the Mayor, PEP, and any City Council member or staff) and any Developer Defendant or its representatives between March 26, 2026 and April 9, 2026 concerning the disposition of the ZBA Applications, the jurisdiction of the ZBA, or the legal characterization of the Substation or Switching Station, including the date, participants, medium, location, and substance of each such Communication.
12. Describe in detail the circumstances surrounding the drafting and issuance of the Jurisdictional Memorandum, including:
- (a) the date the drafting commenced;
 - (b) the Person(s) who initiated, requested, or prompted (whether internally or externally) its preparation;
 - (c) each Person who participated in its drafting, review, revision, or approval;
 - (d) each Person to whom drafts of the Jurisdictional Memorandum were transmitted (including any Developer Defendant);
 - (e) each meeting or Communication concerning the Jurisdictional Memorandum;

- (f) the date of issuance and the recipients;
 - (g) the legal authority cited or relied upon in the Jurisdictional Memorandum, including any case, statute, ordinance, or treatise consulted; and
 - (h) the present custodian of all drafts and the final issued copy.
- 13.** State whether the Jurisdictional Memorandum, the Grandfather Memorandum, or any other Communication or Document of the City Attorney, the Mayor, PEP, or any City official was intended to or has had the effect of vacating, reversing, modifying, or setting aside the March 26, 2026 disposition of either of the ZBA Applications, and identify any provision of the Ordinance, the Code of Alabama, or the City's policies and procedures that authorizes the City Attorney to do so.
- 14.** State whether the City interprets the definition of "Utility Substation" set forth in Title 1, Chapter 1, Article III, Section 1, Item 218 of the Ordinance to contain a limitation based on the number of end users served, and if so, identify each Person who has so interpreted the definition, the date(s) of any such interpretation, the Documents reflecting that interpretation, and any prior application of that interpretation by the City to any other facility before March 26, 2026.
- 15.** Identify all prior applications, decisions, or determinations of the ZBA, the City, the PEP, or the City Attorney since January 1, 2010 that have addressed whether a substation, switching station, transformer yard, or similar facility is a "Utility Substation" within the meaning of the Ordinance, and for each, state the address of the facility, the applicant, the disposition, and the present custodian of the record.
- 16.** Describe the legislative history of Ordinance No. 26-25, including the date of introduction, the date of adoption, the vote, the staff and committee reports prepared in connection with adoption, and the stated purposes of the moratorium. Identify each Person who participated in drafting or recommending Ordinance No. 26-25.
- 17.** Describe in detail the circumstances surrounding the drafting and issuance of the Grandfather Memorandum, including (i) the date the drafting commenced; (ii) the Person(s) who initiated, requested, or prompted (whether internally or externally) its

preparation; (iii) each Person who participated in its drafting, review, revision, or approval; (iv) each Person to whom drafts were transmitted (including any Developer Defendant); (v) each meeting or Communication concerning the Grandfather Memorandum; (vi) the date of issuance and the recipients; (vii) the legal authority cited or relied upon; (viii) the present custodian of all drafts and the final issued copy; and (ix) the basis for the conclusion expressed therein that exemption from Ordinance No. 26-25 "does not approve any specific project."

18. Identify each draft, version, and form of the Proposed Data Center Ordinance that has been prepared, circulated, or considered by any Municipal Defendant or any board, commission, or committee thereof, and for each, state the date, the author, the body that considered or recommended it, the substantive standards proposed, and the present status.
19. Describe each Communication, public statement, or position taken by the Mayor, the Office of the Mayor, City staff, or City council since January 1, 2026 concerning whether hyperscale data centers should be subject to a Special Exception requirement (with public hearing) or to administrative review, and identify each Person making such Communication, public statement, or taking such position.
20. Describe in detail the application for, review of, and issuance of the \$7M Permit, including:
 - (a) the date the application was submitted;
 - (b) the identity of the applicant and any Person who appeared on the application's behalf;
 - (c) all materials submitted with the application;
 - (d) each Person within PEP, the Office of the City Attorney, or any other office of the City who reviewed the application;
 - (e) the substance of each review or determination made (including any zoning, MXD, or special-exception determination);
 - (f) each Communication with any Developer Defendant concerning the application before or after issuance;

- (g) the date of issuance; and
 - (h) the present custodian of the application file.
- 21.** Identify each building, demolition, grading, land disturbance, stormwater, water, sewer, electrical, mechanical, or other permit, certificate, approval, license, variance, exception, or determination issued by the City to any Person in connection with the Project or the Site since January 1, 2025, and for each, state the permit or approval number, the applicant, the date of issuance, the dollar value or scope, and the present status.
- 22.** State whether the City has, since the issuance of the \$7M Permit, considered, evaluated, or undertaken any review of whether the \$7M Permit was issued in conformity with the Ordinance, including the MXD framework, and if so, identify each such review, the Persons involved, and the conclusions reached.
- 23.** Identify each natural person at Alabama Power and/or Southern Company with whom any Municipal Defendant has communicated concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the Project's electrical load, any electrical interconnection or transmission matter in connection with the Project, the ZBA Applications, the Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, or any related subject. For each such person, state:
- (a) the person's full name, title, employer, and department or business unit;
 - (b) the person's last known business address, business telephone number, and business electronic mail address;
 - (c) the dates of each Communication with that person;
 - (d) the medium of each Communication (in-person meeting, telephone call, electronic mail, written letter, etc.);
 - (e) the location of any in-person meetings;
 - (f) the substance and subject matter of each Communication;
 - (g) all other Persons present or copied on each Communication; and

- (h) each office, department, division, board, commission, or committee of the responding Municipal Defendant on whose behalf each such Communication occurred.
- 24.** Identify each Communication, meeting, briefing, telephone call, electronic mail, letter, or other Communication between any Municipal Defendant and Alabama Power or Southern Company concerning the Project, the Site, or the Substation Infrastructure since January 1, 2025, and for each, state the date, participants, location or medium, substance, and present custodian of any minutes, notes, recordings, or written record.
- 25.** State whether Alabama Power or Southern Company has communicated to any Municipal Defendant any information concerning:
- (a) the Project's anticipated electrical load and its effect on Alabama Power's transmission system serving the City of Birmingham;
 - (b) the Project's anticipated electrical load and its effect on Alabama Power's distribution system serving the City of Birmingham;
 - (c) any modifications, upgrades, additions, reinforcements, expansions, reconductoring, line rebuilds, new line construction, new substation construction, or new switching-station construction on the Alabama Power transmission and/or distribution system that are required, planned, or contemplated to serve the Project;
 - (d) any system impact study, facilities study, interconnection study, large-load study, distribution-system study, transmission-system study, load-flow analysis, short-circuit analysis, or stability analysis prepared by or for Alabama Power or Southern Company concerning the Project, the Site, or the Substation Infrastructure;
 - (e) the Substation, Switching Station, or any portion of the Substation Infrastructure being owned, operated, maintained, controlled, or interconnected by or with Alabama Power or any Alabama Power affiliate;
 - (f) any approval, certification, filing, or determination required from the Alabama Public Service Commission, the Federal Energy Regulatory Commission, the

Southeastern Electric Reliability Council, the North American Electric Reliability Corporation, or any other regulatory body in connection with the Project.

- 26.** Identify each Document received from, sent to, or shared with Alabama Power or Southern Company concerning the Project, the Site, the Substation Infrastructure, the ZBA Applications, the Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, or any related subject, and for each, state the title, date, author, recipients, present custodian, and subject matter in summary.
- 27.** Identify the custodian, location, and format (electronic or paper) of all Documents and Communications constituting, reflecting, or memorializing APCo Communications, including without limitation:
- (a) all electronic mail, text messages, instant messages, and chat or collaboration platform messages between or among any City personnel, ZBA personnel, or any Municipal Defendant counsel and any Alabama Power or Southern Company personnel;
 - (b) all meeting agendas, minutes, notes, and presentations from any meeting between any Municipal Defendant and Alabama Power or Southern Company;
 - (c) all calendar entries reflecting any meeting or call between any Municipal Defendant and Alabama Power or Southern Company; and
 - (d) all formal correspondence (letters, memoranda) between any Municipal Defendant and Alabama Power or Southern Company.
- 28.** Identify each Neighborhood Association of the City of Birmingham, organized under the Citizen Participation Plan, whose recognized geographic boundary lies within, includes any portion of, or is contiguous with the Affected Area (each, an "Affected Neighborhood Association"), and for each Affected Neighborhood Association, state:
- (a) the official name of the Affected Neighborhood Association;
 - (b) the recognized geographic boundary of the Affected Neighborhood Association (by reference to streets, parcels, census blocks, or other identifiable boundary markers);

- (c) the Community Advisory Committee within which the Affected Neighborhood Association is grouped;
 - (d) the regular meeting day, time, and location of the Affected Neighborhood Association; and
 - (e) the present custodian within the City (including without limitation the Community Resource Services Division) of the official records of the Affected Neighborhood Association.
- 29.** For each Affected Neighborhood Association identified in response to the immediately preceding Interrogatory, identify each Neighborhood Officer presently serving the Affected Neighborhood Association, including:
- (a) the name of each Neighborhood Officer (president, vice president, and secretary);
 - (b) the office held;
 - (c) the date of election and the term of office;
 - (d) the residential address of each Neighborhood Officer (or such other address as is on file with the City);
 - (e) the telephone number and electronic mail address on file with the City for each Neighborhood Officer; and
 - (f) any other contact information maintained by the City (including by the Community Resource Services Division) for each Neighborhood Officer.
- 30.** For each Affected Community Advisory Committee, identify the president, vice president, and secretary, including (a) the name; (b) the office held; (c) the date of election and the term of office; (d) the residential address (or such other address as is on file with the City); (e) the telephone number and electronic mail address on file with the City; and (f) any other contact information maintained by the City for each.
- 31.** Identify each present and former Neighborhood Officer of any Affected Neighborhood Association who held office at any time on or after January 1, 2024, including (a) the name; (b) the office held; (c) the date of election and the term of office; (d) the residential address

(or such other address as is on file with the City); (e) the telephone number and electronic mail address on file with the City; and (f) any other contact information maintained by the City for each.

- 32.** Identify each member of each Affected Neighborhood Association reflected in any membership roll, sign-in sheet, attendance record, ballot, voter list, candidate list, election record, dues record, distribution list, or other Document maintained by the City (including without limitation by the Community Resource Services Division) at any time on or after January 1, 2024, and for each such member, state the member's name, residential address, telephone number, and electronic mail address as reflected in such Document, and identify the Document(s) on which the identification is based.
- 33.** Describe each notice (whether oral, written, electronic, mailed, posted, or otherwise) given by or on behalf of any Municipal Defendant to any Affected Neighborhood Association, any Neighborhood Officer, any Affected Community Advisory Committee, or any member of an Affected Neighborhood Association concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the ZBA Applications, the March 26, 2026 ZBA hearing, the Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, Ordinance No. 26-25, or the Proposed Data Center Ordinance, and for each notice, state:

 - (a) the date of notice;
 - (b) the recipient(s);
 - (c) the medium of notice;
 - (d) the substance of the notice;
 - (e) the Person who gave the notice on behalf of the City; and
 - (f) the present custodian of any Document evidencing the notice.
- 34.** Identify each Communication between any Municipal Defendant and any Affected Neighborhood Association, Affected Community Advisory Committee, the Citizens Advisory Board, or any Neighborhood Officer concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the ZBA Applications, the

Jurisdictional Memorandum, the Grandfather Memorandum, the \$7M Permit, Ordinance No. 26-25, or the Proposed Data Center Ordinance, and for each, state the date, participants, medium, location, substance, and present custodian of any record.

- 35.** Describe the role, if any, that any Affected Neighborhood Association, Affected Community Advisory Committee, the Citizens Advisory Board, or any Neighborhood Officer played, was offered, was given, or should have been given under the Citizen Participation Plan, the Ordinance, or the policies and practices of the City in connection with:
- (a) the review and disposition of the ZBA Applications;
 - (b) the review and issuance of the \$7M Permit;
 - (c) the consideration of any amendment to the MXD Conceptual Plan applicable to the Site;
 - (d) the drafting, consideration, and adoption of Ordinance No. 26-25;
 - (e) the drafting and consideration of the Proposed Data Center Ordinance; and
 - (f) the receipt of notice of any application, hearing, decision, or determination relating to the Project.
- 36.** Identify each Document in the possession, custody, or control of any Municipal Defendant that lists, identifies, or otherwise reflects the names, mailing addresses, residential addresses, parcel identification numbers, electronic mail addresses, or telephone numbers of residential property owners within the Affected Area, including without limitation:
- (a) the Jefferson County tax assessor's records as obtained, used, or maintained by the City;
 - (b) any zoning maps, parcel maps, or geographic information system (GIS) layers maintained by the City reflecting MXD-zoned parcels and adjacent residentially-zoned parcels;
 - (c) any utility-billing or water-billing records maintained by the City reflecting account holders within the Affected Area;

- (d) any address lists used by the City to provide notice of public hearings concerning the Site or the Project;
 - (e) any address lists, distribution lists, or membership rolls maintained by the City (including by the Community Resource Services Division) for any Affected Neighborhood Association;
 - (f) any address lists used by the City to distribute the agenda, minutes, or notice of any meeting of the Zoning Advisory Committee, the Planning & Zoning Commission, the City Council, or the ZBA concerning the Project, the Site, the ZBA Applications, Ordinance No. 26-25, or the Proposed Data Center Ordinance; and
 - (g) any other Document in the possession, custody, or control of any Municipal Defendant by which the residential property owners within the Affected Area can, in whole or in part, be identified.
- 37.** State the approximate number of residential parcels within the Affected Area, the approximate number of residential property owners within the Affected Area, and the source(s) (with title, date, and custodian) on which each such estimate is based.
- 38.** Describe the City's records-management practices for the records identified in response to the Interrogatory above concerning Documents reflecting residential property owners within the Affected Area, including the format(s) (electronic or paper) in which such records are maintained, the office(s) within the City responsible for their maintenance, the retention schedule applicable to each, and the procedure by which such records are made available to members of the public, to Affected Neighborhood Associations, and to litigants.
- 39.** Identify each Person not previously identified who has communicated with any Municipal Defendant complaining of, objecting to, opposing, or expressing concern about the Project, the Site, the demolition of the Regions Lakeshore Operations Center, the grading or earthmoving at the Site, the Substation, the Switching Station, the Substation Infrastructure, or any anticipated noise, light, dust, vibration, traffic, or electromagnetic emission from the Project, and for each such Person, state the date(s), medium, and

substance of each communication, and the present custodian of any record of the communication.

40. State whether the responding Municipal Defendant contends that any aspect of its conduct giving rise to this action—including without limitation the issuance of the \$7M Permit, the conduct of the March 26, 2026 ZBA hearing, the issuance of the Jurisdictional Memorandum, the issuance of the Grandfather Memorandum, the determination not to require an MXD Conceptual Plan amendment for the Project, and the application of the moratorium exemption—was directed at, or differentially applied to, any individual residential property owner within the Affected Area, and if so, identify each such owner and describe the differential conduct.
41. State whether the responding Municipal Defendant contends that the Project, the Substation, the Switching Station, or the Substation Infrastructure will not affect each residential property within the Affected Area in substantially the same manner (varying only by reference to objectively measurable factors such as distance, line of sight, prevailing wind direction, and topography), and if so, set forth in detail the factual and legal basis for that contention.

Respectfully submitted this 13th day of May 2026.

/s/ K. Mark Parnell

K. Mark Parnell (PAR039)

parnell@ptlawllc.com

Counsel for Plaintiffs and the Proposed Class

OF COUNSEL:

PARNELL THOMPSON, LLC

120 19th Street North, Suite 2134

Birmingham, AL 35203

(205) 582-2652

PLEASE SERVE WITH COMPLAINT:

The City of Birmingham, Alabama
c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Zoning Board of Adjustment of the City of Birmingham
c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Nebius, Inc. and Nebius Group N.V.
10 State Street Newburtport, MA 01950

Hoar Construction, LLC
2 Metroplex Dr., Ste 400
Birmingham, AL 35209

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

MADELYN GREENE and DAVID BUTLER,)
individually and as the proposed representatives)
of a class of all residential property owners in the)
Affected Area defined herein,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: _____

NEBIUS, INC.; NEBIUS GROUP N.V.;)
THE CITY OF BIRMINGHAM, ALABAMA;)
THE ZONING BOARD OF ADJUSTMENT)
OF THE CITY OF BIRMINGHAM;)
ALABAMA ADC HOLDINGS LLC;)
HOAR CONSTRUCTION, LLC; and)
FICTITIOUS DEFENDANTS A, B, C,)
D, and E,)

Defendants.)

PLAINTIFFS' FIRST INTERROGATORIES

TO THE DEVELOPER DEFENDANTS

**(NEBIUS, INC.; NEBIUS GROUP N.V.; ALABAMA ADC HOLDINGS LLC;
AND HOAR CONSTRUCTION, LLC)**

Pursuant to Rules 26 and 33 of the Alabama Rules of Civil Procedure, Plaintiffs Madelyn Greene and David Butler, individually and as the proposed Class Representative ("Plaintiffs"), hereby propounds the following Interrogatories to Defendants Nebius, Inc.; Nebius Group N.V.; Alabama ADC Holdings LLC; and Hoar Construction, LLC (collectively, the "Developer Defendants"), to be answered separately, fully, in writing, and under oath by each Developer Defendant within forty five (45) days of service hereof. These Interrogatories are propounded in

support of, among other things, Plaintiffs' pending Motion for Class Certification, Plaintiffs' pending Requests for Admission, and Plaintiffs' request for preliminary injunctive relief.

DEFINITIONS

1. "You," "Your," and "the Developer Defendant" mean the responding Developer Defendant, including its officers, directors, members, managers, employees, agents, attorneys, accountants, consultants, contractors, subcontractors, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting or purporting to act on its behalf.
2. "Project" means the 300-megawatt, twenty-four-hour, seven-day-per-week hyperscale artificial intelligence computing campus, together with the dedicated industrial power substation, high-voltage switching station, on-site backup-generator infrastructure, fuel storage, cooling systems, and supporting facilities, marketed publicly as the "Birmingham AI Factory" or "BHM01," proposed and being constructed at the Site.
3. "Site" means the multi-parcel, approximately 79.33-acre assemblage located at 201 Milan Parkway, 250 Milan Parkway, 260 Milan Parkway, and 2500 Venice Road in the Oxmoor Valley area of Birmingham, Alabama.
4. "Substation" means the dedicated industrial power substation that is or has been the subject of ZBA Case No. ZBA2026-00007 and/or that is proposed to be constructed at, on, or in connection with the Site.
5. "Switching Station" means the high-voltage switching station that is or has been the subject of ZBA Case No. ZBA2026-00006 and/or that is proposed to be constructed at, on, or in connection with the Site.
6. "Substation Infrastructure" means, collectively, the Substation, the Switching Station, all associated transformers, switchgear, breakers, bus work, control buildings, relay equipment, transmission and distribution lines, easements, rights-of-way, and any other equipment or structures that switch, regulate, transform, or otherwise modify electricity in connection with the Project.

7. "Alabama Power" or "APCo" means Alabama Power Company, a wholly owned subsidiary of Southern Company, including its officers, directors, employees, agents, contractors, consultants, and any other person or entity acting or purporting to act on its behalf.
8. "Southern Company" means The Southern Company, including its officers, directors, employees, agents, contractors, consultants, subsidiaries (including without limitation Alabama Power and Southern Company Services, Inc.), and any other person or entity acting or purporting to act on its behalf.
9. "APCo Communications" means any and all communications between or among, on the one hand, You (or any of your officers, directors, employees, agents, contractors, consultants, or attorneys) and, on the other hand, Alabama Power, Southern Company, or any of their respective officers, directors, employees, agents, contractors, consultants, or attorneys, concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the Project's electrical load, transmission, distribution, interconnection, ZBA Case No. ZBA2026-00007, ZBA Case No. ZBA2026-00006, or any related subject.
10. "Person" means any natural person, corporation, partnership, limited liability company, joint venture, association, governmental body or subdivision, or other legal or commercial entity.
11. "Communication" means any transmission of information from one Person to another, by any means, including without limitation in-person conversations, telephone calls, voicemail, electronic mail, text messages, instant messages, chat or collaboration platform messages (including without limitation Slack, Microsoft Teams, and similar systems), letters, memoranda, facsimiles, and any other written or oral exchanges, and any drafts, attachments, and enclosures thereto.
12. "Document" has the broadest meaning permitted by Rule 34 of the Alabama Rules of Civil Procedure and includes all writings, electronically stored information, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations, however stored or maintained.

13. "Identify," when used with reference to a natural person, means to state the person's full name, present or last known business and residential addresses, present or last known business and residential telephone numbers, present or last known electronic mail address, and present or last known employer, job title, and relationship to You.
14. "Identify," when used with reference to an entity, means to state the entity's full legal name, state of incorporation or formation, principal place of business, and the name and contact information of a natural person who is presently authorized to receive process or business communications on its behalf.
15. "Identify," when used with reference to a Document or Communication, means to state the type of Document or Communication, its date, its author or sender, all recipients (including those copied or blind-copied), its subject matter or title, its present custodian, and a description sufficient to permit its identification in a request for production of documents.
16. "Ordinance" means the Birmingham Zoning Ordinance, as in effect on the date of service of these Interrogatories.
17. "ZBA Applications" means, collectively, ZBA Case No. ZBA2026-00007 (Substation) and ZBA Case No. ZBA2026-00006 (Switching Station).
18. "Affected Area" means the geographic area defined in Paragraph 20 of the Class Action Complaint, namely the area lying within the City of Birmingham in the Oxmoor Valley corridor and currently possessing a zoning classification by the City of Birmingham as MXD and surrounding residential neighborhoods of Birmingham, Alabama.
19. "Relating to," "concerning," "regarding," and "with respect to" mean comprising, constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with, or in any way pertaining to.

INSTRUCTIONS

1. Each Interrogatory is to be answered separately, fully, in writing, and under oath by each Developer Defendant on the basis of all information within its possession, custody, or

control, or that of its officers, directors, members, managers, employees, agents, attorneys, accountants, consultants, contractors, subcontractors, parents, subsidiaries, or affiliates.

2. If You cannot answer any Interrogatory in full after exercising due diligence to secure the information, so state, answer to the extent possible, specify Your inability to answer the remainder, and state whatever information You have concerning the unanswered portion.
3. Where the name or identity of a Person is requested, state the Person's full name, last known address, telephone number, electronic mail address, employer, and job title.
4. If You assert that any Interrogatory, or any portion thereof, calls for information protected by the attorney-client privilege, the work-product doctrine, or any other privilege or protection, identify each such withheld Communication or Document by author, recipient, date, type, subject matter (in general terms), and the privilege or protection asserted, in a privilege log compliant with Rule 26(b)(6) of the Alabama Rules of Civil Procedure.
5. These Interrogatories are continuing in nature. If You learn that any answer is incorrect or incomplete, You shall supplement Your answer as required by Rule 26(e) of the Alabama Rules of Civil Procedure.
6. The singular includes the plural and the plural includes the singular; the masculine, feminine, and neuter genders each include the others; and "and" and "or" shall each be construed conjunctively or disjunctively as necessary to bring within the scope of the Interrogatory all responses that might otherwise be construed to be outside its scope.

INTERROGATORIES

1. Identify the responding Developer Defendant by stating its full legal name, state of incorporation or formation, principal place of business, registered agent for service of process in Alabama (if any), and the name, title, and contact information of the natural person verifying these answers.
2. Identify each parent, subsidiary, affiliate, member, manager, officer, and director of the responding Developer Defendant who has had any involvement in, or knowledge of, the

Project, the Site, the Substation, the Switching Station, or the ZBA Applications, and for each such Person, describe the nature, dates, and scope of their involvement.

3. State the relationship, ownership, and control linkages between Nebius Group N.V., Nebius, Inc., Alabama ADC Holdings LLC, and any other Nebius-affiliated or Nebius-related entity that has any ownership, financial, contractual, operational, or development role in the Project or the Site, and identify each contract, agreement, or instrument that governs that relationship.
4. Identify each Person who has been or is presently expected to be involved on behalf of the responding Developer Defendant in any of the following:
 - (a) selecting the Site as the location for the Project;
 - (b) negotiating or closing the September 30, 2025 acquisition of the parcels comprising the Site;
 - (c) designing or specifying the Project, including the Substation and Switching Station;
 - (d) engaging Hoar Construction, LLC or any other contractor for work at the Site;
 - (e) preparing, filing, or pursuing the ZBA Applications;
 - (f) preparing, filing, or pursuing the application for the \$7M Permit;
 - (g) communicating with the City of Birmingham, the ZBA, the Birmingham City Attorney, or any City official regarding the Project;
 - (h) communicating with Alabama Power and/or Southern Company regarding the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, or any electrical interconnection in connection with the Project.
5. Identify each Person known to You who has knowledge of the facts alleged in the Class Action Complaint or the Plaintiffs' First Requests for Admission, and for each such Person, state in summary the subject matter of their knowledge.
6. Describe in detail the present design of the Project, including without limitation:

- (a) the number, size, and proposed function of each building, structure, and major piece of equipment to be constructed at the Site;
 - (b) the design electrical demand, in megawatts, of the Project at initial operation and at ultimate build-out, and the basis for that figure;
 - (c) the design hours of operation;
 - (d) the number, type, capacity, and fuel source of all backup-generator units;
 - (e) the type, capacity, and number of all cooling units, including without limitation cooling towers, chillers, and heat-rejection equipment;
 - (f) the design water demand and source of water supply;
 - (g) the design stormwater management system;
 - (h) the design noise levels at the Site boundary, both during construction and during operation;
 - (i) the design lighting plan;
 - (j) the design fuel storage capacity (including diesel or other generator fuel).
7. Identify each engineering, environmental, acoustic, electrical, transmission, planning, or zoning study, report, model, simulation, drawing, or analysis prepared by or on behalf of any Developer Defendant relating to the Project or the Site, and for each such item, state its title, date, author, recipients, present custodian, and subject matter in summary.
8. State the projected timeline for the Project, including the date construction commenced, planned construction milestones, the planned date of mechanical completion, the planned date of energization, the planned date of commencement of commercial operation, and the source of each such projection.
9. Identify each Conceptual Plan, Development Guidelines, and Development Plan applicable to the Site under the MXD classification of which You are aware, and for each, state the date adopted, the body that adopted it, and Your understanding of the uses each authorizes.

10. State whether You contend that the Project is a permitted use under the existing MXD Conceptual Plan applicable to the Site without amendment, and if so, identify the specific provisions of the Ordinance, the existing Conceptual Plan, the existing Development Guidelines, and the existing Development Plans that authorize the Project, together with the basis for that contention.
11. Describe each step You have taken, are taking, or intend to take to obtain an amendment to the MXD Conceptual Plan applicable to the Site to authorize the Project, including the date of each step, the Person who performed it, and the present status.
12. For each of the ZBA Applications, identify:
 - (a) the applicant of record;
 - (b) the Person(s) who prepared and submitted the application on Your behalf;
 - (c) the date the application was filed;
 - (d) all attorneys and consultants who appeared at the March 26, 2026 hearing on Your behalf;
 - (e) all written submissions, presentations, exhibits, and oral statements made by or on behalf of the applicant in connection with the application; and
 - (f) all Communications between any Developer Defendant and any City official, ZBA member, or City Attorney concerning the application before, during, and after the March 26, 2026 hearing.
13. State whether You contend that the Substation, as defined herein, is not a "Utility Substation" within the meaning of Title 1, Chapter 1, Article III, Section 1, Item 218 of the Ordinance, and if so, set forth in detail the factual and legal basis for that contention, including each fact, document, communication, definition, and authority on which You rely.
14. State whether You contend that the Switching Station, as defined herein, is not a "Utility Substation" within the meaning of Title 1, Chapter 1, Article III, Section 1, Item 218 of the Ordinance, and if so, set forth in detail the factual and legal basis for that contention,

including each fact, document, communication, definition, and authority on which You rely.

15. Describe in detail each Communication between any Developer Defendant (or its agents, employees, attorneys, or consultants) and the Birmingham City Attorney's Office, the Birmingham Department of Planning, Engineering and Permits, the Birmingham Mayor's Office, or any member or staff of the ZBA between March 26, 2026 and April 9, 2026 concerning the disposition of the ZBA Applications, the jurisdiction of the ZBA, or the legal characterization of the Substation or Switching Station.
16. State whether You requested or otherwise prompted, directly or indirectly, the issuance by the Birmingham City Attorney of the April 9, 2026 Interoffice Memorandum (the "Jurisdictional Memorandum") or the April 9, 2026 Interoffice Memorandum concerning Ordinance No. 26-25 (the "Grandfather Memorandum"), and if so, describe in detail each such request or prompt and identify each Person involved.
17. Identify each natural person at Alabama Power and/or Southern Company with whom any Developer Defendant has communicated concerning the Project, the Site, the Substation, the Switching Station, the Substation Infrastructure, the Project's electrical load, or any electrical interconnection or transmission matter in connection with the Project, and for each such person, state:
 - (a) the person's full name, title, employer, and department or business unit;
 - (b) the person's last known business address, business telephone number, and business electronic mail address;
 - (c) the dates of each Communication with that person;
 - (d) the medium of each Communication (in-person meeting, telephone call, electronic mail, written letter, etc.);
 - (e) the location of any in-person meetings;
 - (f) the substance and subject matter of each Communication; and
 - (g) all other Persons present or copied on each Communication.

18. Identify and describe each contract, agreement, letter of intent, term sheet, memorandum of understanding, interconnection agreement, electric service agreement, special contract, load letter, capacity reservation, transmission service agreement, large-load study agreement, or other instrument, executed or in draft form, between any Developer Defendant and Alabama Power and/or Southern Company concerning the Project, the Site, the Substation, the Switching Station, or any electrical service to the Project, including the title, date, parties, and present status of each such instrument.
19. Describe in detail the present plan for the supply of electrical power to the Project, including:
 - (a) the electric utility or utilities that will supply power to the Project;
 - (b) the voltage class of the supply;
 - (c) the points of interconnection between Alabama Power's transmission and/or distribution facilities and the Substation Infrastructure;
 - (d) the existing or proposed transmission lines, distribution lines, easements, and rights-of-way that will be used or constructed to serve the Project;
 - (e) any modifications, upgrades, additions, reinforcements, expansions, reconductoring, line rebuilds, or new construction on Alabama Power's transmission and/or distribution system that are required, planned, or contemplated to serve the Project, including the location, scope, estimated cost, and estimated in-service date of each;
 - (f) any new or expanded Alabama Power substations, switchyards, or related facilities required, planned, or contemplated to serve the Project; and
 - (g) the identity of each Alabama Power and/or Southern Company employee, contractor, or consultant principally responsible for the foregoing.
20. State whether the Substation, the Switching Station, or any portion of the Substation Infrastructure will be (a) owned, (b) operated, (c) maintained, (d) controlled, or (e) interconnected with, by or to Alabama Power or any Alabama Power affiliate, and for each such relationship, describe in detail the legal, financial, operational, and physical

arrangements, and identify the Persons, contracts, and Documents establishing each such relationship.

- 21.** State whether the Substation, the Switching Station, or any portion of the Substation Infrastructure will be physically connected to, energized from, or operated in coordination with the Alabama Power transmission system and/or the Alabama Power distribution system, and if so, describe in detail:

 - (a) the nature and location of each connection;
 - (b) the voltage and capacity at each point of connection;
 - (c) the operational protocols governing the connection (including without limitation switching, dispatch, and protection coordination);
 - (d) any impact, anticipated or actual, of the Project's electrical load on the Alabama Power transmission system and/or the Alabama Power distribution system, including any line, substation, or transformer loading, voltage support, reactive power, fault current, or stability impact; and
 - (e) any system upgrades, reinforcements, or modifications that Alabama Power has identified, recommended, or undertaken to accommodate the Project's load.

- 22.** Identify each study, model, analysis, report, presentation, slide deck, white paper, system impact study, facilities study, interconnection study, large-load study, distribution-system study, transmission-system study, load-flow analysis, short-circuit analysis, stability analysis, or other technical document prepared by, for, with, or in cooperation with Alabama Power or Southern Company concerning the Project, the Site, the Substation Infrastructure, or the Project's electrical load, and for each, state the title, date, author, recipients, present custodian, and subject matter in summary.

- 23.** State whether any Person other than the Developer Defendants will, or is anticipated to, draw electrical power from, route electricity through, or otherwise use the Substation, the Switching Station, or any portion of the Substation Infrastructure, and if so, identify each such Person and describe the nature, scope, and basis of that use.

24. State whether the energization of the Substation Infrastructure, or its interconnection with the Alabama Power system, requires any approval, certification, filing, or determination by the Alabama Public Service Commission, the Federal Energy Regulatory Commission, the Southeastern Electric Reliability Council, the North American Electric Reliability Corporation, or any other regulatory body, and for each such approval, certification, filing, or determination, state the present status, the docket or proceeding number (if any), and the responsible Persons at Alabama Power, Southern Company, and any Developer Defendant.
25. Identify the custodian, location, and format (electronic or paper) of all Documents and Communications constituting, reflecting, or memorializing APCo Communications, including without limitation:
- (a) all electronic mail, text messages, instant messages, and chat or collaboration platform messages between or among any Developer Defendant personnel and any Alabama Power or Southern Company personnel;
 - (b) all meeting agendas, minutes, notes, and presentations from any meeting between any Developer Defendant and Alabama Power or Southern Company;
 - (c) all calendar entries reflecting any meeting or call between any Developer Defendant and Alabama Power or Southern Company;
 - (d) all formal correspondence (letters, memoranda) between any Developer Defendant and Alabama Power or Southern Company; and
 - (e) all draft and final agreements, term sheets, or other instruments exchanged between any Developer Defendant and Alabama Power or Southern Company.
26. Identify each Person at Alabama Power and/or Southern Company with knowledge of the foregoing matters whom You believe to have substantive responsibility for any of the following, and for each such Person, state the basis for Your identification (i.e., the meeting, call, document, or other source on which Your identification rests):
- (a) transmission planning or transmission operations as related to the Project;
 - (b) distribution planning or distribution operations as related to the Project;
 - (c) interconnection studies or system impact studies for the Project;

- (d) large-load customer engagement, large-load contract negotiation, or industrial sales for the Project;
 - (e) substation engineering, switching-station engineering, or relay protection for the Project;
 - (f) system planning, load forecasting, or capacity planning at the area, division, or system level reflecting or affected by the Project's load; and
 - (g) regulatory affairs (including Alabama Public Service Commission filings) related to the Project.
- 27.** Describe in detail any meeting, call, or site visit involving any Developer Defendant and Alabama Power or Southern Company that has taken place, is scheduled, or is anticipated, including without limitation: the date, location (or platform, if remote), all attendees, the agenda, all materials distributed, and the subject matter discussed.
- 28.** Identify each contract, work order, purchase order, statement of work, or similar instrument under which Alabama Power, Southern Company, or any of their affiliates, contractors, or consultants has performed or is performing work in connection with the Project, including without limitation engineering, design, study, construction, equipment supply, or testing work, and for each, state the title, date, parties, scope of work, and present status.
- 29.** Describe in detail the application for the \$7M Permit, including the date the application was submitted, the Person(s) who prepared the application, the materials submitted with the application, all Communications between any Developer Defendant and the City concerning the application, and the date the \$7M Permit was issued.
- 30.** Describe all work that has been performed, is being performed, or is scheduled to be performed at the Site since January 1, 2026 in furtherance of the Project, including the type of work, the date or date range of the work, the Person who performed or will perform the work, and the contractual basis on which the work is being performed.
- 31.** State, by month, the dollar amount of expenditures made by or on behalf of any Developer Defendant on demolition, grading, earthmoving, construction, equipment procurement, or

other site or development costs in connection with the Project from January 1, 2025 through the date of these answers.

32. Identify each Person who has communicated with any Developer Defendant complaining or objecting to the Project, the Site work, the Substation, the Switching Station, the noise, dust, vibration, traffic, lighting, or any other aspect of the Project, and for each, describe in summary the substance and date of each communication.
33. State whether any Developer Defendant has provided written notice of the Project to any residential property owner within or adjacent to the Affected Area, and if so, identify each such property owner, the date and method of notice, and the substance of the notice.
34. Identify each anticipated emission or environmental output of the Project at full operation, including without limitation noise (in dBA at the Site boundary and at varying distances), light, vibration, electromagnetic emissions, heat plume, generator emissions, and water discharges, and for each, state the projected magnitude, frequency, duration, the Person(s) who prepared the projection, and the basis for the projection.

Respectfully submitted this 13th day of May 2026.

/s/ K. Mark Parnell

K. Mark Parnell (PAR039)

parnell@ptlawllc.com

Counsel for Plaintiffs and the Proposed Class

OF COUNSEL:

PARNELL THOMPSON, LLC

120 19th Street North, Suite 2134

Birmingham, AL 35203

(205) 582-2652

PLEASE SERVE WITH COMPLAINT:

The City of Birmingham, Alabama
c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Zoning Board of Adjustment of the City of Birmingham
c/o Office of the City Clerk
710 20th Street North, Birmingham, AL 35203

Nebius, Inc. and Nebius Group N.V.
10 State Street Newburtport, MA 01950

Hoar Construction, LLC
2 Metroplex Dr., Ste 400
Birmingham, AL 35209