

IN THE DISTRICT COURT OF ROGERS COUNTY  
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT  
ROGERS COUNTY OKLAHOMA

SEP 21 2009

CANDI CZAPANSKY, COURT CLERK

*CB*  
DEPUTY

TROYAL G. BROOKS,

Plaintiff,

v.

Case No.

INTEGRIS RURAL HEALTH, INC.  
d/b/a INTEGRIS CANADIAN VALLEY  
REGIONAL HOSPITAL,

Defendant.

CJ-2009-738

PETITION

COMES NOW Plaintiff Troyal G. Brooks (hereinafter "Brooks") and for his causes of action against Defendant INTEGRIS Rural Health, Inc. d/b/a INTEGRIS Canadian Valley Regional Hospital (hereinafter "INTEGRIS") submits the following:

JURISDICTION AND VENUE

1. Brooks is an individual residing in Rogers County, State of Oklahoma.
2. INTEGRIS is a corporation organized under the laws of the State of Oklahoma, which in 1994 was granted 501(c)(3) exemption from taxation.
3. The amount in controversy exceeds \$10,000.00 and a substantial portion of the cause of action arose in Rogers County, therefore jurisdiction and venue are proper.

BACKGROUND

4. Brooks incorporates herein the statements set forth in paragraphs 1-3 above.

IMAGED

5. Beginning in approximately late 2003 or early 2004, INTEGRIS contacted Brooks' Father, Ray Brooks, regarding solicitation of a substantial donation to INTEGRIS to honor Brooks' late Mother, Colleen.

6. Through Ray Brooks, INTEGRIS came into contact with Brooks.

7. For almost two years INTEGRIS courted Brooks seeking a substantial donation, all the while promising that in exchange for the donation a building in the hospital complex would be named after Colleen Brooks.

8. Representatives of INTEGRIS met with Brooks on numerous occasions. At most of the meetings INTEGRIS representatives would present Brooks with mock-ups of hospital buildings bearing Colleen Brooks name in neon lights.

9. INTEGRIS continually represented their intention that the opening of the newly named Colleen Brooks facility would be presented to the public during a ribbon cutting ceremony.

10. Relying on the representations of INTEGRIS, Brooks made a \$500,000.00 donation on or about December 30, 2005.

11. Discussions between Brooks and INTEGRIS continued regarding a way, through naming rights, to honor the memory of Colleen Brooks in exchange for the substantial donation made.

12. In approximately September 2008, INTEGRIS informed Brooks that the donation would be used for what INTEGRIS had "earmarked" the money for without further discussion.

**COUNT I: BREACH OF CONTRACT**

13. Brooks incorporates herein the statements set forth in paragraphs 1-12 above.
14. Relying on the promises of INTEGRIS Brooks donated \$500,000.00 to INTEGRIS.
15. By refusing to honor the promises made INTEGRIS is in breach of contract.
16. As a direct result of INTEGRIS' breach, Brooks has suffered damages in the amount of \$500,000.00 for which INTEGRIS is liable.

**COUNT II: REVOCATION OF GIFT / CONSTRUCTIVE TRUST**

17. Brooks incorporates herein the allegations set forth in paragraphs 1-16 above.
18. The gift made by Brooks was conditioned upon INTEGRIS fulfilling its promise to honor the late Colleen Brooks through naming rights of one of the hospital complex buildings as INTEGRIS represented in the numerous mock-ups it presented to Brooks.
19. INTEGRIS has failed to comply with the condition on which the gift was based.
20. Brooks is entitled to revocation of the gift. A constructive trust should be placed over the money in the hands of INTEGRIS to preserve it until the outcome of this action is finally determined.

**COUNT III: FRAUD IN THE INDUCEMENT**

21. Brooks incorporates herein the allegations set forth in paragraphs 1-20 above.

22. Because of INTEGRIS's representations, Brooks was led to believe that in exchange for a substantial donation from him, a building in the hospital complex in Yukon, Oklahoma would be bear his late mother's name in her honor.

23. Relying on these representations Brooks donated \$500,000.00.

24. INTERGRIS misrepresented the terms of the transaction to Brooks which misrepresentations induced Brooks to enter into the transaction.

25. Because of INTEGRIS's misrepresentations, the contract is voidable. INTEGRIS should be punished by an award of punitive damages in favor of Brooks.

**COUNT IV: NEGLIGENT MISREPRESENTATION/CONSTRUCTIVE FRAUD**

26. Brooks incorporates herein the allegations set forth in paragraphs 1-25 above.

27. The misrepresentations of INTEGRIS misled Brooks, to his prejudice. Such misrepresentations were made either intentionally or negligently without regard for the truth.

28. Brooks had a right to be correctly informed of the facts. INTEGRIS's conduct and misrepresentations amount to constructive fraud for which INTEGRIS is liable. For its conduct INTEGRIS should be punished by an award of punitive damages in favor of Brooks.

WHEREFORE, Brooks respectfully seeks the following:

- a) Judgment in his favor and against INTEGRIS on Count I for INTEGRIS' breach of contract in the amount of \$500,000.00 together with costs and attorneys' fees and any such other relief the Court deems just and equitable;
- b) Judgment in his favor and against INTEGRIS on Count II placing a constructive trust over the funds in the hands of INTEGRIS and allowing Brooks to revoke the conditioned gift made;
- c) Judgment in his favor and against INTEGRIS on Count III for INTEGRIS' fraudulent inducement finding the contract at issue void and ordering the return of the donation made to Brooks; together with punitive damages, costs and attorneys' fees and any such other relief the Court deems just and equitable; and,
- d) Judgment in his favor and against INTEGRIS on Count IV for INTEGRIS' negligent misrepresentation/constructive fraud and ordering the return of the donation made to Brooks, together with punitive damages, costs and attorneys' fees and any such other relief the Court deems just and equitable.

Respectfully submitted:

*Sharon K. Weaver*

John M. Hickey, OBA [REDACTED]  
Peter W. Brolick, OBA [REDACTED]  
Sharon K. Weaver, OBA [REDACTED]  
Riggs, Abney, Neal, Turpen,  
Orbison & Lewis, P.C.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
ATTORNEYS FOR PLAINTIFF