



ELECTRONICALLY FILED
 6/13/2014 2:20 PM
 U.S. DISTRICT COURT
 N.D. OF ALABAMA
 CIRCUIT COURT OF
 MADISON COUNTY, ALABAMA
 JANE C. SMITH, CLERK

State of Alabama
 Unified Judicial System
 Form ARCiv-93 Rev.5/99

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

Case Number:
47-CV-201
 Date of Filing:
 06/13/2014

GENERAL INFORMATION

IN THE CIRCUIT OF MADISON COUNTY, ALABAMA
ALABAMA WOMEN'S CENTER FOR REPRODUCTIVE ALTERNATIV ET AL v. DIRECTORY ASSISTANTS,

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

NATURE OF SUIT:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>TORTS: PERSONAL INJURY</p> <p><input type="checkbox"/> WDEA - Wrongful Death
 <input type="checkbox"/> TONG - Negligence: General
 <input type="checkbox"/> TOMV - Negligence: Motor Vehicle
 <input type="checkbox"/> TOWA - Wantonnes
 <input type="checkbox"/> TOPL - Product Liability/AEMLD
 <input type="checkbox"/> TOMM - Malpractice-Medical
 <input type="checkbox"/> TOLM - Malpractice-Legal
 <input type="checkbox"/> TOOM - Malpractice-Other
 <input type="checkbox"/> TBFM - Fraud/Bad Faith/Misrepresentation
 <input type="checkbox"/> TOXX - Other: _____</p> <p>TORTS: PERSONAL INJURY</p> <p><input type="checkbox"/> TOPE - Personal Property
 <input type="checkbox"/> TORE - Real Property</p> <p>OTHER CIVIL FILINGS</p> <p><input type="checkbox"/> ABAN - Abandoned Automobile
 <input type="checkbox"/> ACCT - Account & Nonmortgage
 <input type="checkbox"/> APAA - Administrative Agency Appeal
 <input type="checkbox"/> ADPA - Administrative Procedure Act
 <input type="checkbox"/> ANPS - Adults in Need of Protective Services</p> | <p>OTHER CIVIL FILINGS (cont'd)</p> <p><input type="checkbox"/> MSXX - Birth/Death Certificate Modification/Bond Forfeiture
 Appeal/Enforcement of Agency Subpoena/Petition to Preserve
 <input type="checkbox"/> CVRT - Civil Rights
 <input type="checkbox"/> COND - Condemnation/Eminent Domain/Right-of-Way
 <input type="checkbox"/> CTMP-Contempt of Court
 <input checked="" type="checkbox"/> CONT-Contract/Ejectment/Writ of Seizure
 <input type="checkbox"/> TOCN - Conversion
 <input type="checkbox"/> EQND- Equity Non-Damages Actions/Declaratory
 Judgment/Injunction Election Contest/Quiet Title/Sale For
 Division
 <input type="checkbox"/> CVUD-Eviction Appeal/Unlawful Detainer
 <input type="checkbox"/> FORJ-Foreign Judgment
 <input type="checkbox"/> FORF-Fruits of Crime Forfeiture
 <input type="checkbox"/> MSHC-Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
 <input type="checkbox"/> PFAB-Protection From Abuse
 <input type="checkbox"/> FELA-Railroad/Seaman (FELA)
 <input type="checkbox"/> RPRO-Real Property
 <input type="checkbox"/> WTEG-Will/Trust/Estate/Guardianship/Conservatorship
 <input type="checkbox"/> COMP-Workers' Compensation
 <input type="checkbox"/> CVXX-Miscellaneous Circuit Civil Case</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ORIGIN: F **INITIAL FILING** A **APPEAL FROM DISTRICT COURT** O **OTHER**
 R **REMANDED** T **TRANSFERRED FROM OTHER CIRCUIT COURT** _____

HAS JURY TRIAL BEEN DEMANDED? Yes No

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

ATTORNEY CODE: FOR063 6/13/2014 2:20:52 PM /s/ KIMBERLY ADINA FORD ESQ.

MEDIATION REQUESTED: Yes No Undecided





ELECTRONICALLY FILED
6/13/2014 2:36 PM
47-CV-2014-901261.00
CIRCUIT COURT OF
MADISON COUNTY, ALABAMA
JANE C. SMITH, CLERK

IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

**DALTON JOHNSON D/B/A ALABAMA)
WOMEN'S CENTER, LLC a/k/a)
ALABAMA WOMEN'S CENTER FOR)
REPRODUCTIVE ALTERNATIVES,)
LLC,)**

Plaintiffs,

v.

**DIRECTORY ASSISTANTS, INC., a)
Connecticut Corporation, doing business)
In Alabama.)**

Defendant.

Civil Action No.: _____

**Complaint for Fraud, Breach of Contract Bad Faith
and Request to Vacate Arbitration Award**

COMES NOW, the Plaintiffs, Dalton Johnson and the Alabama Women's Center for Reproductive Alternatives, LLC, by and through their attorney of record and files this, Complaint against the Defendant and further states the following:

I. The Parties

1. Dalton Johnson (hereinafter referred to as "Plaintiff") is an individual and resident of Huntsville, Madison County, Alabama. Mr. Johnson is the President and sole member of the Alabama Women's Center for Reproductive Alternatives, LLC, a/k/a Alabama Women's Center.

2. Alabama Women's Center for Reproductive Alternatives, LLC (hereinafter referred to as "Plaintiff") is an Alabama Limited Liability Company with its principal place of business located in Huntsville, Madison County, Alabama.

3. Directory Assistants, Inc., (hereinafter referred to as "Defendant") is a Connecticut corporation.

4. The Defendant solicited business and engaged in business in Huntsville, Madison County, Alabama. The Claimant has sufficient contact with the State of Alabama to fall within its jurisdiction.

5. The Defendant presented the contract at issue in this case to the Respondents in Huntsville, Madison County, Alabama and the document was subsequently signed in Huntsville, Madison County, Alabama.

II. Facts

6. The Defendant contacted the Plaintiff soliciting their directory assistance services.

7. The parties talked at length discussing the services the Defendant could provide to lower advertisement costs of the Plaintiff.

8. The Plaintiff on numerous occasions emphasized that maintaining the growth of his business was his more important concern when it came to advertising. The Defendant assured the Plaintiff that the growth of his business would be maintained.

9. The Plaintiff entered into contract with the Defendant on August 21, 2009. The contract was presented to the Plaintiff in Huntsville, Madison County, Alabama and was further executed in the same location.

10. Once the Defendant began providing its services to the Plaintiff, the Plaintiff immediately noticed a decline in new business.

11. The Defendant removed the advertising material of the Plaintiff and replaced them with small advertisements, which contained typographical errors. The address was listed incorrectly at one point and the full name of the doctor was not included anywhere on the advertisement.

12. The Defendant misrepresented its ability to reduce advertising costs of the Plaintiff while maintaining business growth and this caused the Plaintiff severe economic hardship.

13. On November 1, 2013, the Defendant submitted a Demand for Arbitration to the American Dispute Resolution Center (hereinafter referred to as "ADR Center") located in New Britain, Connecticut alleging breach of contract.

14. The Defendant unilaterally selected ADR Center as the arbitration service.

15. The Defendant further unilaterally selected Connecticut as the form and as the state's law for application to the arbitration.

16. It is worth noting that the Defendant routinely utilizes said arbitration service and has had many grossly excessive awards entered in his favor by said arbitration service.

17. The Plaintiff timely filed a response and objected to utilizing the forum selected by the Defendant and the arbitration service selected by the Defendant.

18. The arbitrator for the matter denied the Plaintiff's objection regarding selection of form and use of the arbitration service.

19. The Plaintiff through his attorney of record informed the arbitration service on April 7, 2014 that neither he nor his attorney would be able to attend the arbitration scheduled for April 14 and 15, 2014 in New Britain, Connecticut due to the distance and costs associated therewith.

20. The arbitration was held in the absence of the Plaintiff and his legal counsel.

21. The arbitrator entered an award in favor of the Defendant in the amount of \$99,672.41 with post judgment interest in the amount of 10% per annum.

III. Defendant's Acts of Fraud

22. The Defendant misrepresented its ability to increase company growth while lowering advertising costs for the Respondent's business.

23. The Defendant achieved the reduction in advertising costs by merely reducing the size of the Plaintiff's advertising materials in the phone book.

24. The Defendant's reduction of the size of Plaintiff's advertising materials in the phone book for example caused an immediate reduction in the amount of Plaintiff's business.

25. The Plaintiff on numerous occasions informed the Defendant of his concerns regarding the decline in business.

26. The Defendant fraudulently represents that it will decrease advertising costs based on business factors and by educating the client on various yellow page options and strategies.

27. However, the Defendant's reduction of advertising costs is achieved by simply reducing the size of advertisements in certain media regardless of the effect it will have on the client's ability to grow and/or maintain its business.

28. The Defendant purposefully and fraudulently misrepresented its ability to increase business of the Respondent while decreasing advertising costs. The Plaintiff relied upon these misrepresentations of the Defendant in determining to utilize their services for advertising. As a result, the Plaintiff experienced a significant decrease in business and corresponding decline in revenue.

29. The Defendant has a negative reputation in the business world for its failure to deliver the services promised and this is not the first time a client of the Defendant has been dissatisfied.

IV. Defendant's Breach of Contract

30. The Defendant promised to the Plaintiff that they would reduce advertising costs while maintaining company growth. This was discussed at length while the parties met prior to entering into the contract for services.

31. The Defendant stated in its contract with the Plaintiff that Defendant would utilize a strategic process that would guarantee savings related to advertising costs of its clients.

32. However, the Defendant did not utilize any strategic process. Conversely, the Defendant reduced the advertising costs of the Plaintiff by reducing the size of advertisements irregardless of the economic impact it would cause the Plaintiff.

33. The Defendant failed to provide the Plaintiff with any showing of the research it had done to come up with the plan to reduce Respondent's advertising costs.

34. Further, the advertising materials placed by the Defendant had many typographical errors ranging from including an incorrect address to making it difficult for clients to know the name of the doctor by failing to include his full name in the ad.

35. These actions on the part of the Defendant evidence that the contract was not complied with and was breached by Defendant's failure to utilize any strategic process regarding advertisements of the Plaintiff and further by placing advertisements that contained typographical errors.

V. Defendant's Failure to Exercise Good-Faith

36. On December 14, 2012, the undersigned counsel provided notice to the Defendant, through its debt collector, Greenberg, Grant & Richards, Inc., that she represented Plaintiffs regarding the alleged debt which is the subject of this matter. All future communication regarding said debt was to be directed to the undersigned counsel. A copy of said communication is hereto attached as Exhibit "A" and incorporated by reference herein.

37. However, on several occasions, Defendant disregarded the fact the Respondents were represented by counsel and continuously contacted them via phone and email. Often times, in his verbal communication, Defendant was unprofessional, to say the least, and said behavior was not welcomed. Plaintiff requested that Defendant communicate with them through their attorney, but Defendant mostly disregarded their wishes.

38. Furthermore, when Defendant did, in fact, contact the Plaintiffs' attorney, the communication was unproductive, as Defendant was unable to effectively engage in professional dialogue.

39. According to *Black's Law Dictionary, Deluxe 8th Edition*, 2004, "good faith" is defined as "[a] state of mind consisting in (1) honesty in belief or purpose, (2) faithfulness to one's duty or obligation, (3) observance of reasonable commercial standards of fair dealing in a given trade or business, or (4) absence of intent to defraud or seek unconscionable advantage." 713 (2004).

40. There was a lack of good faith on part of Defendant's efforts, as every phone call Defendant made to Plaintiff was hostile, threatening and intimidating in nature. Defendant's attempts to "bully" Plaintiff(s) were not well received. Furthermore, the Defendant used the same tactics with the Plaintiffs' counsel.

41. There was nothing sincere or genuine regarding Plaintiff's efforts to settle this matter without the need for further adversarial process.

42. Any such efforts were overshadowed with Defendant's attempts to threaten and intimidate.

VI. Request to Vacate Arbitration Award

43. The Plaintiff was unable to attend the arbitration matter instituted by the Defendant due to the distance and costs associated with traveling to the location selected by the Defendant.

44. The formation of the contract at issue in this matter was negotiated, formed and executed in Madison County, Alabama.

45. The Defendant unilaterally selected the arbitration service and the arbitration location both to the detriment of the Plaintiff.

46. The Plaintiff informed the arbitration service of his inability to attend the hearing due to distance and costs and the arbitration still occurred in the absence of the Plaintiff.

47. As such, any decision entered by the arbitrator was based solely on the testimony and evidence of the Defendant.

48. The Plaintiff now has no recourse with regards to the arbitration award entered other than to request that said award be vacated prior to being entered as a judgment against the Plaintiff so that a fair trial of the issues of both parties can be held.

49. The arbitration process was grossly unfair to the Plaintiff and the award as entered must be vacated.

WHEREFORE, the premises considered, Defendants further request that this Honorable Court enter a Judgment against Plaintiff, as follows:

- (A) Judgment for Twenty-Five Thousand and 00/100 (\$25,000.00) for breach of contract; and
- (B) Judgment for Twenty Thousand and 00/100 (\$20,000.00) for fraud by misrepresentation; and
- (C) Judgment for Ten Thousand and 00/100 (\$10,000.00) for bad faith; and
- (D) Judgment for punitive damages according to proof; and
- (E) Judgment for reasonable attorney fees and costs incurred herein;
- (F) Vacate arbitration award; and
- (G) Judgment for such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted on this the 13th day of June, 2014.

/s/ Kimberly A. Ford

Kimberly A. Ford (FOR063)

Attorney for Plaintiffs, Dalton Johnson, Alabama
Women's Center for Reproductive Alternatives, d/b/a
Alabama Women's Center, LLC

OF COUNSEL:

FORDUMAS LLC

P.O. Box 18054

Huntsville, Alabama 35804

(256) 886-6240 (o)

(256) 837-6117 (f)

kimberly@fordumas.com

PLEASE SERVE THE DEFENDANT BY CERTIFIED MAIL TO:

Directory Assistants, Inc.
500 Winding Brook Drive
Glastonbury, CT 06033

State of Alabama
Unified Judicial System
Form C-34 Rev. 6/88

**SUMMONS
- CIVIL -
ORIGINAL**

Case Number:
47-CV-2014-901261.00

**IN THE CIRCUIT COURT OF MADISON COUNTY
ALABAMA WOMEN'S CENTER FOR REPRODUCTIVE ALTERNATIV ET AL V. DIRECTORY**

DIRECTORY ASSISTANTS, INC., 500 WINDING BROOK DR., GLATSONBURY, CT 06033

NOTICE TO

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY KIMBERLY ADINA FORD ESQ.

WHOSE ADDRESS IS P.O. Box 18054, HUNTSVILLE, AL 35804

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

TO ANY SHERIFF OR ANY PERSONNEL AUTHORIZED by the Alabama Rules of the Civil Procedure:

- You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant
- Service by certified mail of this summons is initiated upon the written request of ALABAMA WOMEN'S CENTER FOR REPRODUCTIVE ALTERNATIV

Date 6/13/2014 2:21:17 PM /s/ JANE C. SMITH

Clerk/Register
MADISON COUNTY, ALABAMA
100 NORTHSIDE SQUARE
HUNTSVILLE, AL 35801

JS
JUN 13 2014

- Certified Mail is hereby requested /s/ KIMBERLY ADINA FORD ESQ.

Plaintiff's/Attorney's Signature

RETURN ON SERVICE:

- Return receipt of certified mail received in this office on _____
- I certify that I personally delivered a copy of the Summons and _____ in _____

Batch #: 9
Article #: 71791000164207834198
Date/Time: 6/13/2014 4:02:33PM

Code2: CV14-901261 -- D001 -- s/c/amend comp

Internal File #:
Internal Code:

Date _____ Server's Signature _____

Type of Server _____ Server's Printed Name _____

Phone Number of Server _____

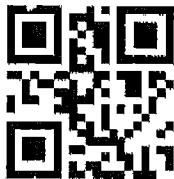
47-CV-2014-901261.00

ALABAMA WOMEN'S CENTER FOR REPRODUCTIVE ALTERNATIV ET AL V. DIRECTORY

C001 - ALABAMA WOMEN'S CENTER FOR REPRODUCTIVE ALTERNATIV

v. D001 - DIRECTORY ASSISTANTS, INC.

Defendant



SERVICE RETURN

2. Article Number

71791900164207834198

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

Agent

Addressee

B. Received by (Printed Name)

Monia Page

C. Date of Delivery

6-17-14

1. Article Addressed to:

DIRECTORY ASSISTANTS INC
500 WINDING BROOK DR
GLATSONBURY, CT 06033

D. Is delivery address different from item 1? Yes

If YES enter delivery address below: No

FILED IN OFFICE

JUN 23 2014

3. Service Type

JANE SMITH Certified

Clerk, Circuit Court Mad. Co. AL

4. Restricted Delivery? (Extra Fee)

Yes

Code2: 0134 61161 - D001 - s/c/amend comp

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Jane Smith Circuit Court Clerk
Civil Division
Madison County Courthouse
100 Northside Sq
Huntsville, AL 35801

