FILED
2014 Oct-16 PM 03:41
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHEASTERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION

DALTON JOHNSON, individually, and ALABAMA WOMEN'S CENTER FOR REPRODUCTIVE ALTERNATIVES, LLC,	)	
Plaintiffs,	)	
v.	)	**Case No.: 5:14-cv-01358-IPJ**
DIRECTORY ASSISTANTS, INC.,	)	
Defendant.	)	

PLAINTIFF'S REPLY TO DEFENDANT'S RESPONSE BRIEF

COMES NOW, the Plaintiffs Dalton Johnson and Alabama Women's Center for Reproductive Alternative, LLC ("AWCRA") and for its reply to Defendant's Response Brief, states the following:

Factual Background

1. In his capacity as Administrator of the Alabama Women's Center for Reproductive Alternatives (hereinafter referred to as "AWCRA"), the Plaintiff, Dalton Johnson, entered into a contract with the Defendant, Directory Assistance, Inc. (hereinafter referred to as "DAI") on August 21, 2009.

2. The Defendant solicited the business of the Plaintiffs in Alabama. The Defendants also regularly conduct business in Alabama. The Plaintiffs does not conduct business in Connecticut.

3. The contract was negotiated and presented to the Plaintiffs in Huntsville, Madison County, Alabama and was further executed in the same location. A copy of the Consulting Contract is attached hereto as Exhibit 1 and incorporated herein by reference.

4. The Defendant misrepresented its ability to reduce advertising costs of the AWCRA while maintaining AWCRA's business growth. This caused the AWCRA severe economic hardship.

5. The Plaintiffs did not become aware of the losses that were being incurred as a result of DAI's advertising efforts until approximately two (2) years into the contractual relationship.

6. The Plaintiffs communicated their dissatisfaction with the services provided by the Defendant to several of the Defendant's representatives/ agents.

7. However, the Defendant refused to provide any acceptable remedies/ solutions to Plaintiffs and the Plaintiffs continued to suffer economic harm. As a result, until a resolution could be reached, the Plaintiffs stopped remitting payments due to their dissatisfaction with the services being rendered by Defendant.

8. At the time the disagreement arose regarding the services performed by the Defendant, the Plaintiffs through legal counsel attempted on several occasions to discuss the matter. However, the Defendant was completely unreasonable and unprofessional in its interactions with and responses to the Plaintiffs.

9. The Defendant further attempted to harass and bully the Plaintiff by contacting Plaintiff directly after being asked to communicate with his attorney and by electronically mailing several favorable arbitration decisions rendered for the Defendant with exorbitant damages being awarded to the Defendant. A copy of this communication is attached hereto as Exhibit 2 and incorporated by reference herein.

10. The arbitration decisions emailed to Plaintiffs by the Defendant caused the Plaintiffs to believe they would not be given a fair chance at the arbitration proceedings from the outset.

11. After these communications between the Plaintiff and Defendant approximately six (6) months passed with no communication at all regarding the arbitration process and the disputes between the parties.

12. The Defendant then unexpectedly and unilaterally selected the arbitration service without further request for input by the Plaintiffs. The Plaintiffs at that time were still hopeful that a fair settlement of the matter could be reached.

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

14. The Defendant filed for breach of contract even though Plaintiffs had previously indicated that Defendant failed to execute its duties according to the contract and misrepresented its ability to perform the duties outlined in the contract.

15. The contract between the parties states in part, "...we both agree...to try to mutually choose the arbitration service, the location and which state's laws will govern. If we are unable to come to a mutual agreement, or if one of us refuses to participate in choosing, the party filing the demand will have the right to make choices unilaterally, as long as the filing party has made a good faith attempt to come to a mutual agreement." (See Consulting Contract p.2).

16. It is also worth noting that the Defendant has utilized the same arbitration service for several of its arbitrations and that Defendant has an extensive relationship with said service. The Plaintiff has never been involved in an arbitration nor have they utilized the arbitration service selected by the Defendant. Plaintiffs, through counsel, asked ADRC how many arbitrations it has conducted for the Defendant, but they refused to provide a response.

17. The Defendant further selected that the final arbitration hearing would be held in Connecticut, which threatened to cause the Plaintiffs to incur extraordinary expense, which they financially could not meet and as such the Plaintiffs were unable to attend the arbitration.

18. Plaintiffs immediately objected to the utilization of ADRC and to the Defendant's selection of Connecticut as the arbitration location.

19. Mark V. Connelly was assigned to be arbitrator over the matter. Mr. Connelly informed the parties that he had previously served as an arbitrator in a dispute involving DAI. Plaintiffs immediately objected to Mr. Connelly serving as arbitrator.

20. ADRC reaffirmed their decision to allow Mr. Connelly to serve as arbitrator rather than selecting a different person to serve as arbitrator who had never dealt with either of the parties.

21. The initial hearing date set for the arbitration was rescheduled due to inclement weather.

22. Plaintiffs participated in pre-arbitration hearing teleconferences and document exchange, but none of that information was taken into consideration at the final arbitration hearing. A copy of the Arbitration Award Decision is attached hereto as Exhibit 3 and incorporated by reference herein. (See Arbitration Award Decision, p.3, 6).

23. Plaintiffs' counsel informed the arbitration service and the Defendant of said inability to attend the final arbitration hearing. The Plaintiffs cited financial hardship due to the losses incurred by utilization of DAI's services and the climate for AWCRA's industry in the state of Alabama. Yet, the arbitration location was not adjusted, nor were the Plaintiffs' circumstances taken into account. The final arbitration hearing continued in the absence of the Plaintiffs.

24. The decision of the arbitrator was based solely upon the ex parte testimony and evidence of the Defendant. (See Arbitration Award Decision, p. 9).

25. The arbitrator entered an award in favor of DAI and further awarded DAI $99,672.41 for breach of contract. The award entered was completely exorbitant and had no legal basis.

26. On September 18, 2014, the Defendant filed an Application to Confirm Arbitration Award, for Judgment Thereon, and for Order to Show Cause with the Superior Court for the Judicial District of Hartford, Connecticut. Said action is styled as Directory Assistants, Inc. v. Dalton Johnson and Alabama Women's Center for Reproductive Alternatives, LLC, CV14-6054000.

27. The Plaintiffs were served with said filing on October 2, 2014.

28. The Plaintiffs are filing a Motion to Stay said proceedings filed by the Defendant in Connecticut.

Argument

I. Plaintiffs have properly placed their Request to Vacate the Arbitration Award before this Court

29. The Plaintiffs filed civil action CV-2014-901261 in the Circuit Court of Madison County, Alabama on June 13, 2013. (See Compl., Doc 1.) The Plaintiff's Complaint alleged fraud, breach of contract and bad faith and requested vacation of arbitration award.

30. In O.R. Securities, Inc. v. Professional Planning Associates, Inc., 857 F. 2d 742, 744, (previously cited by Defendant in Response Brief) O.R. filed a Complaint and Request to Vacate an Arbitration awarded entered against them in favor of PPA. "The Court stated, "The liberality of the ... Federal Rules is such that an erroneous nomenclature does not prevent the court from recognizing the true nature of a motion. The memoranda of both parties submitted to the district court adequately briefed the issue of whether the arbitration award in question should have been vacated. Thus, we hold that the district court did not err in considering the merits of O.R.'s request to vacate the arbitration award." (internal citations omitted). Id. at 746.

31. The Court then went on to review the proceedings below as though O.R. had filed a Motion to Vacate and PPA opposed that motion. Id.

32. Although the Plaintiffs may not have introduced their request to vacate by Motion, the Defendant was well aware of the request at the time the

Original Complaint was filed and both parties are now in the process of briefing said request so that the Court can properly make a decision as to whether the arbitration award is to be vacated.

33. Additionally, it is worth noting that the Court is considering Plaintiff's request to vacate the arbitration award as a separate and distinct matter from determination of the other claims asserted by the Plaintiffs in their Original Complaint.

34. The Appellate Court's willingness to treat the request made by PPA in the above-referenced case, as though it had been made by motion, is identical to the facts of this case and as such, should be followed.

II. Plaintiff's Request to Vacate Arbitration Award was Timely

35. It is the position of the Plaintiffs that Connecticut law should not govern the arbitration proceedings and the determination that it would govern the arbitration that occurred was a unilateral decision by the Defendants.

36. The Plaintiffs objected to the location and choice of law unilaterally selected by the Defendants in their Answer and Counterclaim to Defendant's Complaint for Arbitration.

37. In their brief, the Defendant cited Ekstrom v. Value Health, Inc., 68 F. 3d 1391 for the proposition that the Connecticut thirty (30) day limitations period to vacate an arbitration award is not preempted by the FAA's longer limitations period.

38. However, it must be noted that in Ekstrom, at 1393, the Court stated, "the parties provided in the agreement that it would be governed by and construed in accordance with the laws of Connecticut. Under Connecticut law, which we find controlling, it is clear that a petition to vacate an arbitration award must be filed within thirty days."

39. Unlike the parties in Ekstrom, the contract providing for arbitration at issue in this case did not state that the agreement would be governed by Connecticut law. Instead, the parties' contract provided that the governing law would be mutually selected. This mutual selection never occurred.

40. As such, the Plaintiffs would assert that, FAA 9 U.S.C. § 12 stating, "Notice of a motion to vacate, modify, or correct an award must be served upon the adverse party or his attorney within three months after the award is filed or delivered" applies to these proceedings.

41. The award was entered on April 21, 2014. The Plaintiffs' filed their request to vacate the arbitration award on June 13, 2013. The filing of the Plaintiffs' request to vacate the arbitration award was made within said three (3) month time period as prescribed in the FAA.

III. Grounds to Vacate Arbitration Award

42. The Federal Arbitration Act ("FAA"), 9 U.S.C. § 10 states, "(a) In any of the following cases the United States court in and for the district wherein the award was made may make an order vacating the award upon the

application of any party to the arbitration--(1) where the award was procured by corruption, fraud, or undue means; (2) where there was evident partiality or corruption in the arbitrators, or either of them; (3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made."

1. Partiality of the Arbitrator and Arbitration Service

43. FAA 9 U.S.C. § 10(a)(2), provides that a federal district court may vacate an arbitration award "[w]here there was evident partiality or corruption in the arbitrators. . . ." .

44. University Commons-Urbana, Ltd. v. Universal Constructors, Inc., 304 F.3d 1331 at 1339 (11th Cir. 2002) stated, "...an arbitration award may be vacated due to the 'evident partiality' of an arbitrator only when either (1) an actual conflict exists, or (2) the arbitrator knows of, but fails to disclose, information which would lead a reasonable person to believe that a potential conflict exists."

45. In University Commons-Urbana, Ltd., the Court further stated, "This rule is meant to be applied stringently." "...courts "should, if anything, be

even more scrupulous to safeguard the impartiality of arbitrators than judges, since the former have completely free rein to decide the law as well as the facts and are not subject to appellate review." At 1337.

46. "To maintain this sense of impartiality, the law imposes the simple requirement that arbitrators disclose to the parties any dealing that might create an impression of possible bias." Id.

47. Additionally, ADRC's Commerical Rules of Arbitration Section 12 entitled, Oath and Disclosure states, "The arbitrator must immediately disclose any circumstances that may present an appearance of a conflict of interest or otherwise appear to affect his or her impartiality. Upon receipt of such disclosure, ADRC will advise the parties of any such disclosure in writing. The parties may file a written objection to the prospective arbitrator based upon the contents of the disclosure only. If any one party files an objection to the continued service of the neutral arbitrator, ADRC shall be authorized to determine whether the arbitrator will be permitted to serve and the parties will be informed of such decision, which shall be binding." ADRC's Commercial Rules of Arbitration Section 12 is attached hereto as Exhibit 4 and incorporated by reference herein.

48. The Defendant has conducted numerous arbitrations utilizing ADRC. Also, it is worth noting that the Defendant had another arbitration with ADRC at the same time the issues between the parties were being arbitrated

by ADRC. DAI's Application to Confirm Arbitration Award, for Judgment Thereon, and for Order to Show Cause is attached hereto as Exhibit 5 and incorporated by reference herein.

49. The Plaintiffs requested further information from ADRC regarding the number of arbitrations it has conducted with Defendant, however, ADRC refused to provide this information.

50. The Plaintiffs did not consent to the use of Mark Connelly as arbitrator of this matter.

51. In fact, the arbitration service informed the parties that Connelly had previously performed a previous arbitration with the Defendant in the past. The Defendants objected to Connelly's partiality as a result of this previous arbitration and the fact that Defendants frequently utilize ADRC's services.

52. It also worth noting that ADRC arbitrators have entered exorbitant awards on behalf of the Defendant on several occasions. The Defendant utilized one said award in its attempt to bully the Plaintiffs into an unfair settlement. See Exhibit 3 Emails from the Defendant to Plaintiffs.

53. The relationship between Defendant and ADRC and the relationship between Defendant and the arbitrator created the impression of partiality to the Plaintiffs. As such, the Plaintiffs objected to utilizing ADRC's services and further to utilizing Connelly as the arbitrator. However, neither ADRC nor the arbitrator properly investigated and made factual determinations

regarding these requests and that action was not in accordance with ADRC's rules for arbitration nor was it in accordance with the FAA.

54. ADR's failure to abide by its written rules regarding bias and disclosure create a further more definite impression of partiality.

55. Plaintiffs have alleged sufficient facts that the "impression of bias" was created by Defendant's relationship with ADRC and Connelly. Plaintiffs objected to the utilization of ADRC and further to the utilization of Connelly, however, these objections were not properly handled and the arbitration continued in light of the great possibility of bias of the arbitrator and ADRC. These facts create a basis for the arbitration award to be vacated as requested by the Plaintiffs.

2. Arbitrator Refused to Postpone Hearing and or Failed to Consider Evidence Pertinent and Material to Controversy

56. The Plaintiffs have through their Complaint, Brief in Support of Vacating the April, 2014 Award, and in this Reply brief have stated with sufficient particularity the grounds which support their Request to Vacate.

57. In their Complaint, the Plaintiffs in the paragraph entitled "Request to Vacate Arbitration Award" state facts showing that the arbitrator was informed of Plaintiffs' inability to attend hearing, however, the hearing continued in the absence of the Plaintiffs.

58. Scott v. Prudential Securities, Inc., 141 F.3d 1007, 1016 states, "FAA § 10(a)(3) permits a district court to vacate an arbitration award in the event that: (1) the arbitrators refused to postpone the hearing upon the showing of sufficient cause; (2) the arbitrators refused to hear pertinent and material evidence; or (3) the arbitrators were guilty of any other misbehavior that resulted in prejudice to the rights of any party. "

59. "In reviewing an arbitrator's refusal to delay a hearing, we must decide whether there was "any reasonable basis" for failing to postpone the hearing to receive relevant evidence." Id. at1016.

60. Plaintiffs informed the arbitrator that they were unable to attend the hearing due to financial constraints caused the by the services of DAI which caused a decline in Plaintiffs' business and the current state of the Plaintiff s' industry.

61. The Plaintiffs had also previously objected to the location of the arbitration due to the distance and expense it would cause the Plaintiffs to incur. This objection was dismissed by the arbitrator as well.

62. Additionally, in their Complaint the Plaintiffs alleged that the arbitrator did not consider any of the evidence presented by the Plaintiffs prior to the final hearing in rendering his decision.

63. In Scott, the Court stated, "Although the arbitrators refused Scott's participation by telephone, the arbitrators did conduct a hearing, of which

Scott had notice and the opportunity to attend, and they considered Scott's fifty-six page affidavit setting out his arguments and evidence. Accordingly, we find no misconduct on the part of the arbitrators and affirm the district court's decision not to vacate the arbitration award on the statutory grounds." Id. at 1017.

64. The arbitrator in the above-referenced case considered the evidence presented prior to the hearing in rendering its decision. However, the arbitrator in this cause did not consider any of the evidence presented by the Plaintiffs prior to the final hearing in rendering its decision and it did not provide any basis as to why said evidence was not considered. (See Arbitration Award p.9).

65. The above stated factual grounds were contained in the Original Complaint filed by the Plaintiffs and they provide a basis for vacating the arbitration award.

3. The Arbitrator Exceeded His Powers

66. In Eastern Associated Coal Corp. v. Mine Workers, 531 U.S. 57, 62 (2000), the Court stated, "Only if 'the arbitrator act[s] outside the scope of his contractually delegated authority' -- issuing an award that 'simply reflect[s] [his] own notions of [economic] justice' rather than 'draw[ing] its essence from the contract' -- may a court overturn his determination."

67. The parties to the Consulting Agreement agreed that the parties would arbitrate any issues that arose as a result of the contract of the parties. The Consulting Agreement contained specific guidelines that would be followed by the parties in the event an issue arose regarding the contract. (See Consulting Agreement p. 2).

68. The Defendant and ADRC refused to follow the procedures set forth for arbitration of issues arising out of the parties' agreement.

69. The Plaintiffs objected to the Defendant's unilateral selection of arbitration service, arbitration location and selection of state law that would govern the arbitration. The contract of the parties requires a good-faith effort for the parties to mutually agree on the selections of aforementioned particulars. (See Consulting Agreement p. 2).

70. Finally, the award entered in favor of the Defendant in the arbitration is highly inflated and not based on any contractual obligation of the Plaintiffs.

71. The arbitrator is charged with the duty of ensuring that arbitration that occurs is done so according the agreement of the parties providing for arbitration of the matter. Any decision of an arbitrator without following the terms of the agreement is outside the powers granted to the arbitrator in the agreement of the parties. As such, the arbitrator's failure to follow the arbitrations procedures contained in the contract warrants this Court's vacating said award.

IV. Arbitration should have been held in Alabama and governed by Alabama Law

72. In Burger King v. Rudzewicz, 105 S.Ct. 2174, 85 the Supreme Court held as follows:

(a) A forum may assert specific jurisdiction over a nonresident defendant where an alleged injury arises out of or relates to actions by the defendant himself that are purposeful directed toward forum residents, and where jurisdiction would not otherwise offend "fair play and substantial justice." Jurisdiction in these circumstances may not be avoided merely because the defendant did not physically enter the forum. Id. at 471, 478.

(b) An individual's contract with an out-of-state party cannot alone automatically establish sufficient minimum contacts in the other party's home forum. Instead, the prior negotiations and contemplated future consequences, along with the terms of the contract and the parties' actual course of dealing, must be evaluated to determine whether a defendant purposefully established minimum contacts within the forum. Id. at 478, 479.

(c) Here, appellee established a substantial and continuing relationship with appellant's Miami headquarters, and received fair notice from the contract documents and the course of dealings that he might be subject to suit in Florida. The District Court found that appellee is an "experienced and sophisticated" businessman who did not act under economic duress or disadvantage imposed by appellant, and appellee has pointed to no other factors that would establish the unconstitutionality of Florida's assertion of jurisdiction. Id. at 479, 487.

73. The Defendant in this action purposefully solicited the business of an Alabama business.

74. The Defendant met with the Plaintiff in Alabama to first sell its services to the Plaintiff then further to negotiate the terms of the contract.

75. Further, the contract between the Plaintiff and the Defendant was executed in the State of Alabama.

76. The services performed by the Defendant, although performed remotely in Connecticut, were to research advertising costs of the Plaintiff in Alabama media and to lower said advertising costs of the Plaintiff.

77. The Plaintiff does not advertise for its business in the State of Connecticut.

78. The Plaintiff did not visit Connecticut regarding the contract of the parties.

79. In the absence of the arbitration provision in the contract executed by the parties, which the Plaintiff contends to be invalid, Alabama would have proper jurisdiction over any dispute related to the contract of the parties.

80. In order to establish the contract with the Plaintiff, the Defendant solicited business in the State of Alabama and traveled to Alabama to secure the contract.

81. The Defendant was well aware of the connection this contract has to the State of Alabama not only in solicitation and execution but further in performance.

82. Additionally, the Plaintiff cited the economic hardship that holding the arbitration in Connecticut would cause to him. The Defendant and the arbitration service refused to take the Defendant's circumstances into account.

83. As such, the arbitration of the parties to this action should have taken place in Alabama and should have been governed by Alabama law.

V. Failure to Follow Arbitration Procedure Set Forth in Consulting Agreement

84. The contract between the parties states, "...we both agree to resolve any dispute arising out of or relating to this contract through confidential binding arbitration and agree to try to mutually choose the arbitration service, the location and which state's law will govern. If we are unable to come to a mutual agreement, or if one of us refuses to participate in choosing, the party filing the demand will have the right to make the choices unilaterally, as long as the filing party has made a good faith attempt to come to a mutual agreement."

85. Mays v. Lanier Worldwide, Inc., 115 F.Supp.2d 1330, 1335 (M.D.Ala. 2000), states, "...case law has carved out three limited non-statutory bases for vacatur. These three bases are as follows: (1) the arbitration award is arbitrary and capricious; (2) enforcement of the arbitration award violates public policy; and (3) the arbitration award evinces a "manifest disregard for the law.

86. Raiford v. Merrill Lynch, Pierce, Fenner & Smith, 903 F.2d 1410, 1413 states, "An award is arbitrary and capricious only if "a ground for the arbitrator's decision cannot be inferred from the facts of the case."

87. On February 27, 2013, the Defendant sent electronic correspondence to the Plaintiffs regarding their intent to move forward with arbitration.

88. Following said correspondence, the Plaintiffs through counsel continued to remain in contact with the Defendant attempting to negotiate settlement of this matter.

89. However, without further communication regarding arbitration, on November 1, 2013, the Defendants caused ADR to send a Demand for Arbitration to the Plaintiffs indicating that the arbitration would be held in New Britain, Connecticut.

90. The Defendants allowed more than seven (7) months to elapse from its correspondence regarding arbitration and then unilaterally selected the arbitration service and location. A copy of this communication is attached hereto as Exhibit 3 and incorporated herein by reference.

91. As previously stated during this time period, the Plaintiffs were hopeful that a fair settlement could be reached and maintained communication with the Defendants regarding said settlement.

92. The Plaintiffs were completely blindsided by the Defendant's unilateral selection of arbitration service and location.

93. The Defendant has further utilized said arbitration service on several occasions.

94. These actions of the Defendant were not made in good faith and are not in compliance with terms of the contract regarding arbitration of disputes arising between the parties.

95. The failure of the Defendant to adhere to the contract of the parties provides grounds sufficient for said arbitration's award to be vacated.

VI. Defendant Has Filed an Application to Confirm Arbitration Award, for Judgment Thereon, and For Order to Show Cause in an Attempt to Circumvent this Court's Authority

96. On or about September 18, 2014, the Defendant filed an Application to Confirm Arbitration Award, for Judgment Thereon, and for Order to Show Cause with the Superior Court for the Judicial District of Hartford, Connecticut. Said action is styled as Directory Assistants, Inc. v. Dalton Johnson and Alabama Women's Center for Reproductive Alternatives, LLC, CV14-6054000. (A copy of said Application is attached hereto labeled Exhibit "6" and incorporated by refence herein).

97. FAA 9 U.S.C. § 12 states in pertinent part, "...For the purposes of the motion any judge who might make an order to stay the proceedings in an action brought in the same court may make an order, to be served with the notice of motion, staying the proceedings of the adverse party to enforce the award."

98. The Court in In re: Checking Account Overdraft Litigation, 813 F.Supp.2d 1365, 1375 (S.D.Fla. 2011), stated, "the FAA permits a district

court to stay proceedings to enforce an arbitral award when that award is challenged in court."

99. The Defendant is surely aware that they can not move another Court to confirm an arbitration award while said award is being challenged before another Court.

100. This action of the Defendant has been done to cause further financial hardship to the Defendant as he now has two ongoing legal cases related to this subject matter.

101. The Plaintiffs are going to file a Motion to Stay the proceedings filed by the Defendant in Connecticut Court.

102. The Defendant is further attempting to circumvent this Court's authority by refusing to allow this Court to enter a Judgment on whether the arbitration award will be vacated by attempting to confirm the award in a different forum while these proceedings are ongoing.

103. This action of the Defendant further evidences their intent to utilize the arbitration process to the detriment of the Plaintiffs.

As thus viewed, the Plaintiffs request this Honorable Court to vacate the previous arbitration decision and further order that the parties engage in new arbitration proceeding in accordance with statutory laws of the State of Alabama and the agreement of the parties.

Respectfully submitted on this the 16th day of October, 2014.

Kimberly A. Ford
Kimberly A. Ford (ASB#4139-r80F)
Attorney for Plaintiffs, Dalton Johnson, and Alabama Women's Center for Reproductive Alternatives, LLC

OF COUNSEL:

FORDUMAS LLC
P.O. Box 18054
Huntsville, Alabama 35804
256.886.6240
800.408.1501
Kimberly@fordumas.com

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using CM/ECF system, will send electronic notification of such filing to the following:

Richard N. Gaal
P.O. Box 350
Mobile, Alabama 36601

Edward T. Rowe
P.O. Box 350
Mobile, Alabama 36601

On this the 16th day of October, 2014.

Kimberly A. Ford
Kimberly A. Ford