FILED
2010 Dec-20 PM 12:43
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

AMY COCHRAN, **Plaintiff,** **v.** **FIVE POINTS TEMPORARIES, L.L.C., DAVID McNEIL and TRACY McNEIL,** **Defendants.**	**CIVIL ACTION NO.** **2010-CV-_____** **PLAINTIFF DEMANDS A TRIAL BY STRUCK JURY**

COMPLAINT

"Worthless piece of shit niggers," a statement regularly and repeatedly made by Defendant Tracy McNeil about Defendant Five Points Temporaries, L.L.C.'s African-American employees, evidences the racially-hostile environment in which Plaintiff worked for Five Points, and is part of what gives rise to this action, for *inter alia*, unlawful race discrimination and retaliation against Plaintiff, who was fired because she complained to the EEOC about, and opposed, Defendant's racial discrimination.

I. JURISDICTION AND VENUE

1. This action is brought to redress Defendants' continuous pattern and practice of employment discrimination based on race and retaliation pursuant to 42 U.S.C. § 1981 and Title VII of the Civil Rights Act of 1964, as amended, 42

U.S.C. § 2000e, *et seq.*, and for Defendants' tortious interference with Plaintiff's business relations, fraud perpetrated by Defendants and Defendant Five Points' breach of its contract with Plaintiff.

2. This Court has original federal question jurisdiction under 28 U.S.C. § 1331, 42 U.S.C. § 2000e-5(f)(3) and supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

3. Venue is proper in this Division of this District pursuant to 28 U.S.C. § 1391(b), as the Plaintiff worked for Defendant in Jefferson County, Alabama and the events giving rise to Plaintiff's claims occurred in this district.

II. PARTIES

4. Plaintiff, Amy Cochran, is an adult resident of Jefferson, County, Alabama.

5. Defendant Five Points Temporaries, L.L.C. *d/b/a* Five Points Staffing ("Five Points") is a domestic limited liability company organized and doing business in Jefferson County, Alabama and elsewhere. Five Points was Plaintiff's employer.

6. Defendant Five Points is an "employer" as that term is defined by, and is subject to, Title VII.

7. Defendant David McNeil is an adult resident of the State of Alabama.

8. Defendant Tracy McNeil is an adult resident of the State of Alabama.

9. Both Defendants McNeils were and are members of the top-level of management of Five Points.

10. Upon information and belief, both Defendants McNeil were and are owners of Five Points.

11. Five Points was and is in the business of providing temporary ("temp") employees to its business customers.

12. In that business, Five Points hired and hires its own employees to meet the needs of its customers for temp employees.

III. ADMINISTRATIVE PROCEEDINGS

13. Plaintiff filed her first Charge of Discrimination with the United States Equal Employment Opportunity Commission ("EEOC") on February 9, 2009, alleging a racially hostile environment and disparate treatment. A copy of this Charge (Charge 420-2009-01122) is attached as Exhibit A.

14. Plaintiff filed a second Charge of Discrimination with the EEOC on March 12, 2009, alleging unlawful retaliation. A copy of this Charge (Charge 420-2009-01478) is attached as Exhibit B.

15. Plaintiff filed a third Charge of Discrimination on March 16, 2009, alleging further retaliatory conduct by Five Points. A copy of this charge is attached as part of Exhibit C.

16. Plaintiff filed an amendment to the March 16, 2009 Charge of Discrimination to correct a clerical error and to add allegations regarding her retaliatory discharge, based on Five Points firing her on March 16, 2009 after Five Points received her EEOC charge filed that very day.. A copy of the Amended Charge is attached hereto as part of Exhibit C.

17. The EEOC issued a Notice of Right to Sue for Plaintiff's first EEOC charge (Charge 420-2009-01122) on September 20, 2010. A copy is attached as Exhibit D.

18. The EEOC issued a Notice of Right to Sue for Plaintiff's second EEOC charge (Charge 420-2009-01478) on September 20, 2010. A copy is attached as Exhibit E.

19. Plaintiff has not received a Notice of Right to Sue for her March 16 Charge and March 17 Amended Charge, but such a Notice will be forthcoming.

20. As a matter of law in this Circuit, a Notice of Right to Sue is not a requisite for Plaintiff to maintain her Title VII claims asserted in her March 16 and March 17 Amended Charges.

IV. FACTS

21. Plaintiff reasserts all allegations above.

22. Plaintiff is Caucasian.

23. Tracy McNeil and David McNeil are husband and wife and own Five Points.

24. At all times material to this action, and in acting as described in this Complaint, Tracy McNeil acted individually and on behalf of and as an agent of Five Points and David McNeil.

25. At all times material to this action, and in acting as described in this Complaint, David McNeil acted individually and on behalf of and as an agent of Five Points and Tracy McNeil.

26. Tracy McNeil is Caucasian.

27. David McNeil is Caucasian.

28. Plaintiff worked for Five Points on three different occasions.

29. Plaintiff first worked for Five Points for two years as a temporary employee ("temp") assigned to work for Five Points' customers.

30. Plaintiff next worked for Five Points from approximately 2002 through February 2006.

31. During that time period, Plaintiff worked as a receptionist for Five Points for approximately six months, as a recruiter for approximately two and a half years, and then worked in outside sales for approximately one year before she left employment with Five Points in February 2006.

32. Plaintiff was rehired by Five Points in May of 2008 to work as an outside sales person.

33. As an outside sales person, Plaintiff's title was "Account Executive."

34. As an "Account Executive" Plaintiff was responsible (a) for calling on existing customers to ensure their staffing needs were met, and (b) to make "cold calls" on potential customers, and in doing so (c) Plaintiff worked outside of Five Points' office.

35. Prior to Plaintiff's employment with Five Points in May of 2008, Plaintiff worked for a company that was known as "Lyons HR."

36. Lyons HR was a business that provided "temp" employees to business customers.

37. That business of Lyons HR was in competition with Five Points' business of providing "temp" employees to its customers.

38. When Plaintiff's employment ended with Lyons HR, one of Five Points' owners and managers, Tracy McNeil, called Plaintiff and asked her if Plaintiff wanted to come back to work at Five Points.

39. Tracy McNeil recruited and solicited Plaintiff to work for Five Points again, for a third time.

40. During her said recruitment and solicitation of Plaintiff, Tracy McNeil asked Plaintiff if Plaintiff had a no-solicitation or a non-competition

agreement with Lyons HR, and when Plaintiff confirmed that she did have such an agreement, Tracy McNeil asked Plaintiff to bring it to Tracy McNeil so that Five Points' attorneys could review it.

41. Plaintiff met with Tracy McNeil and provided her a copy of Plaintiff's no-solicitation and non-competition agreement with Lyons HR (hereafter, "Plaintiff's no-compete agreement"). Tracy McNeil told Plaintiff that she [Tracy. McNeil] would have Five Points' attorney review Plaintiff's no-compete agreement.

42. Within a few days after the events described in ¶ 41 above, Tracy McNeil spoke with Plaintiff again and told Plaintiff that Five Points' attorneys had reviewed Plaintiff's no-compete agreement with Lyons HR and the attorneys stated that the agreement was "not worth the paper on which it was written," meaning it was not enforceable, which was a representation of fact Tracy McNeil made to Plaintiff, individually and on behalf of and as an agent of Defendants Five Points and David McNeil and which was meant to induce and did induce Plaintiff to accept an offer of renewed employment with Five Points.

43. On behalf of all Defendants, Tracy McNeil offered Plaintiff a job with Five Points.

44. On behalf of all Defendants, Tracy McNeil also offered to pay Plaintiff's attorneys' fees and expenses for Plaintiff's defense in the event Plaintiff was sued in connection with Plaintiff's no-compete agreement with Lyons HR.

45. On behalf of all Defendants, Tracy McNeil represented to Plaintiff and assured Plaintiff that Defendants would pay Plaintiff's attorneys' fees and expenses for Plaintiff's defense in the event Plaintiff was sued in connection with Plaintiff's no-compete agreement with Lyons HR.

46. In reliance on the above described representation and assurance, Plaintiff accepted the above-described offers and began employment again with Five Points.

47. Plaintiff so began working for Five Points again on or about May 20, 2008.

48. On June 27, 2008, Plaintiff's former employer, Lyons HR, filed a lawsuit ("the Lyons HR lawsuit") against Plaintiff and Five Points for alleged violations of Plaintiff's no-compete agreement with Lyons HR.

49. After learning of the lawsuit, Tracy McNeil and David McNeil again represented to Plaintiff Five Points would pay for Plaintiff's attorneys' fees and expenses in her defense of the lawsuit.

50. Tracy McNeil and David McNeil suggested that Plaintiff use The Frederick Firm to represent her in the Lyons HR lawsuit.

51. Plaintiff agreed to use the attorneys at The Frederick Firm to represent her in the lawsuit.

52. The Frederick Firm appeared as counsel of record for Plaintiff in the lawsuit and undertook representation of Plaintiff's defense in the lawsuit.

53. Defendants knew the attorneys defending Plaintiff in the Lyons HR lawsuit were the attorneys of the Frederick Firm

54. Tracy and David McNeil knew Barry and Brandi Frederick of the Frederick firm were Plaintiff's attorneys in the Lyons HR lawsuit.

55. In July of 2008, Monique Sales ("Sales"), another employee of Five Points, who is black and an African-American, was sued by her prior employer known as "Mighty Men" ("the Mighty Men lawsuit") in connection with a no-compete agreement Sales had with Mighty Men.

56. That prior employer of Sales was another temporary staffing service company, known as "Mighty Men."

57. Mighty Men was a business that provided "temp" employees to business customers.

58. That business of Mighty Men was in competition with Five Points' business of providing "temp" employees to its customers.

59. Tracy McNeil and David McNeil suggested to Sales (a) that Sales used the Frederick Firm to represent Sales in the Mighty Men lawsuit and (b)

represented to Sales and assured Sales that Defendants would pay Sales' attorneys' fees and expenses for Sales' defense in the Mighty Men lawsuit in connection with Sales' no-compete agreement with Mighty Men.

60. Five Points paid The Frederick Firm's attorneys' fees for defending Sales in the Mighty Men lawsuit.

61. Five Points initially paid for some of Plaintiff's attorneys' fees and expenses incurred in defense of Plaintiff in the Lyons HR lawsuit.

62. After repeated representations Five Points would pay for Plaintiff's attorneys' fees and expenses in her defense of the Lyons HR lawsuit, Five Points stopped paying, failed and refused to pay said fees and expenses incurred in Plaintiff's defense of the Lyons HR lawsuit.

63. Defendants never stopped paying, failed or refused to pay Sales' attorneys' fees and expenses in the Mighty men lawsuit.

64. Defendants never told Sales (a) she could not talk to her attorneys or (b) that Sales would be fired if she talked to her attorneys.

65. Defendants knew the attorneys defending Sales in the Mighty Men lawsuit were the attorneys of the Frederick Firm.

66. Defendants never told Sales or any attorney of the Frederick Firm they were not authorized to speak with their client Sales or they were not authorized to do any more work on her case.

67. During the first week of February of 2009, Tracy McNeil told Plaintiff that one of her attorneys, Brandi Frederick, was a "money-hungry bitch" who wasn't looking out for Plaintiff's best interests.

68. During the first week of February of 2009, David McNeil told Plaintiff that she could not talk to her attorneys and ordered her not to talk to her attorneys.

69. During the first week of February of 2009, Tracy McNeil also told Plaintiff she would be fired if she talked to her attorneys.

70. During the first week of February of 2009, David McNeil told one of Plaintiff's attorneys, Brandi Frederick, that she was not "authorized" to talk to Plaintiff.

71. In February 2009, Five Points refused to pay any more of the Frederick Firm's bills.

72. On February 4, 2009, David McNeil told the attorneys at The Frederick Firm that they were "not … authorized to do any more work on" Plaintiff's case.

73. On February 6, 2009, David McNeil told attorney Brandi Frederick to call him "immediately."

74. (a) Defendants were not clients of the Frederick firm;

(b) Plaintiff was the sole client of The Frederick Firm in the Lyons HR lawsuit and in connection with Plaintiff's employment with Five Points;

(c) the attorneys of The Frederick firm did not need, and were not required to obtain, authorization from any Defendant to talk to their client – Plaintiff; and

(d) Defendants had no authority, (i) in fact or law, to prevent Plaintiff from talking to her attorneys and them from talking to Plaintiff.

75. During her third employment with Five Points,

(a) Plaintiff heard Tracy McNeil refer to Ms. Sales as a "nigger,"

(b) Tracy McNeil told Plaintiff that Monique Sales was "sue happy,"

(c) Tracy McNeil used a racially discriminatory and racist codes to indicate that Five Points was to supply white "temp" employees to Five Points' customers who requested white employees, that Five Points was to comply with racial preferences expressed by customers and that Five Points was to send white "temp" employees to customers thought of or believed to be "white or Caucasian employers" and black "temp" employees to customers thought of or

believed to be "black or African-American employers" and when Tracy McNeil thought that a "temp" employee of one particular race or color would be "a better fit" for a particular customer based on Tracy McNeil's discriminatory and racist color and racial perceptions of particular Five Points' customers.

76. One racist code Tracy McNeil used, which Plaintiff witnessed on a frequent and regular basis, was Tracy McNeil running her finger along her Caucasian and white cheek to indicate the Caucasian race and white skin-color a "temp" employee should have to be sent to certain customers' workplaces.

77. Another racist code was that Tracy McNeil would say we need to send a "temp" that is "like" or "unlike" referring to her own Caucasian race and white skin, which Plaintiff heard Tracy McNeil say on a frequent and regular basis.

78. Frequently and regularly, Plaintiff heard Tracy McNeil, in Five Points' workplace and in connection with Five Points' business, refer to Five Points' black and Africa-American employees as "worthless piece of shit niggers" and "W.P.O.S.N." as a shorter version of that racist description.

79. Plaintiff opposed and complained internally at Five Points about Tracy McNeil's and Five Points' racially discriminatory hiring and placement practices.

80. Plaintiff was personally offended by and opposed Tracy McNeil's and Five Points' racially discriminatory hiring and placement practices and Five Points' racially hostile working environment.

81. Plaintiff and Sales, who is black and an African-American, acted in concert to oppose Tracy McNeil's and Five Points' racially discriminatory hiring and placement practices and Five Points' racially hostile working environment.

82. The Office Manager and another member of the management of Five Points also frequently referred to African American employees as "niggers," "stupid niggers," and "stupid worthless piece of shit niggers."

83. In opposition and in response to these disgusting racial slurs, Plaintiff asked Tracy McNeil, the Office Manager and other member of management not to use those terms, to no avail.

84. After repeatedly requesting that the racist terms not be used, Plaintiff stopped complaining for two reasons: first, her prior objections and opposition were to no avail and, second, Tracy McNeil regularly cursed at Plaintiff.

85. On February 9, 2009, Plaintiff filed her first Charge of Discrimination alleging a racially hostile environment and race discrimination.

86. A copy of the EEOC Charge was delivered to Five Points on that date -- the day it was filed.

87. The very day Five Points received that first EEOC Charge, and thereafter, Five Points substantially changed the terms and conditions of Plaintiff's employment, Plaintiff's supervisor:

(a) took Plaintiff of "on call" duty, which adversely affected Plaintiff's compensation.

(b) stopped Plaintiff from picking up time sheets from one of my customers;.

(c) stopped Plaintiff from signing in more than 10 "temp" employees.

88. Prior to Five Points receipt of the EEOC Charge, Plaintiff worked exclusively in outside sales, calling on customers and potential customers "in person," and was not required to work in the office.

89. Four days after Five Points received Plaintiff's first EEOC Charge, Plaintiff was required to work two days per week in the office, which limited the time she could spend outside the office calling on customers "in person" and obtaining additional business on which her commission/compensations was based.

90. Four days after Five Points received Plaintiff's first EEOC Charge, Five Points changed the information Plaintiff was required to provide in her sales reports.

91. Defendants also started to more closely scrutinized Plaintiff's work trying to "build a case" against Plaintiff and concoct any reason to fire Plaintiff.

92. Four days after Five Points received Plaintiff's first EEOC Charge, Five Points changed the password to the voice-mail on Plaintiff's company-provided cell phone.

93. Prior to filing her first EEOC Charge, Plaintiff was entrusted with keys to Five Points' Pell City office so that she could open and close the Pell City office when needed.

94. Four days after Five Points received Plaintiff's first EEOC Charge, Five Points required Plaintiff to turn-in her set of keys to Five Points' Pell City office.

95. On March 10, 2009, just weeks after Five Points received Plaintiff's first EEOC Charge, Defendants' changed Plaintiff's chain of command, and Plaintiff was required to report to an additional individual, to whom she was not required to report before Plaintiff filed an EEOC Charge.

96. On March 12, 2009, Plaintiff filed her second EEOC Charge based on Five Points' retaliatory actions taken in response to Plaintiff's filing her first EEOC charge on February 9, 2009.

97. A copy of the March 12 Charge was delivered to and received by Five Points' attorneys the day it was filed.

98. The very next day, Friday, March 13, 2009, Defendants required Plaintiff to work in Five Points' office.

99. The following Monday morning, on March 16, 2009, Five Points told Plaintiff she would no longer be working in outside sales, but would be required to work in the office thereafter.

100. That morning, Plaintiff asked Tracy McNeil why Plaintiff was moved to office work, Tracy McNeil did not give Plaintiff any reason or explanation.

101. When Plaintiff returned from her lunch break on Monday, March 16, 2009, Five Points and the McNeils fired Plaintiff from employment.

102. Plaintiff filed a Charge with the National Labor Relations Board ("NLRB"), a proceeding before the NLRB in which Plaintiff alleged that she was unlawfully discharged, in part, for her concerted (with that of Sales) opposition to Tracy McNeil's and Five Points' racially discriminatory conduct and practices.

103. As a result of and in the resolution of said NLRB Charge, the NLRB required Five Points to post, and Five Points did post, a notice in its workplace that, effectively, acknowledged its unlawful termination of Plaintiff's and Sales' employment as a result of their protected concerted activity in opposing Five Points' racially discriminatory conduct and practices, including their "pursuing charges with the U.S. Equal Employment Opportunity Commission." A copy of that notice is attached hereto as Exhibit F.

104. Further acknowledging its unlawful termination of Plaintiff and Sales, Five Points paid them much of their back pay to that date to resolve the NLRB charge and proceedings.

105. That resolution **did not** include any "non-admission clause," by which an employer typically and usually denies its payment is an admission of any guilt of unlawful conduct, the absence of which implies an admission of guilt of unlawful conduct.

COUNT I
42 U.S.C. § 1981/Title VII
RACE DISCRIMINATION

106. Plaintiff reasserts all allegations above.

107. Plaintiff was qualified for her outside sales job as an Account Executive with Five Points.

108. In violation of § 1981 and Title VII, as amended, Defendants subjected Plaintiff to an hostile environment unlawful based on race and color -- an environment filled with racial slurs and expectations and directions that Plaintiff engage in Defendants' hiring and placement employment practices that were unlawfully discriminatory based on employees' race and color.

109. Defendants subjected Plaintiff to adverse treatment on the basis of Plaintiff's race and color which were substantial, motivating factors for Defendants' adverse and disparate treatment of Plaintiff.

110. Defendants acted with malicious intent and/or in reckless disregard of Plaintiff's federally protected rights to be free of such unlawful discrimination based on race and color.

111. Defendants' discriminatory practices and conduct injured Plaintiff.

112. WHEREFORE, Plaintiff demands judgment against Defendants, separately and severally, for discrimination based on race and color in violation of 42 U.S.C. § 1981 and Title VII, as amended, and further seeks:

i. Back pay plus pre-judgment interest,

ii. Compensatory damages;

iii. Punitive damages;

iv. Declaratory and injunctive relief, including reinstatement or front pay in lieu of reinstatement;

v. Reasonable attorneys' fees, expenses and costs.

COUNT II
RETALIATION

113. Plaintiff reasserts all allegations above.

114. Plaintiff's opposition to Defendants' unlawfully discriminatory employment practices and hostile environment, and Plaintiff's filing EEOC charges, was conduct protected under § 1981 and Title VII, as amended.

115. In response to and in retaliation for Plaintiff's protected activity, Defendants adversely changed the terms and conditions of Plaintiff's employment

and fired Plaintiff from employment, all in violation of § 1981and Title VII, as amended.

116. Plaintiff's protected activity was a substantial, motivating factor for Defendant's retaliation against Plaintiff.

117. Five Points acted with malicious intent and/or reckless disregard for Plaintiff's federally protected rights to be free from such retaliation.

118. Five Points' retaliatory conduct injured Plaintiff.

119. WHEREFORE, Plaintiff demands judgment against Defendants, separately and severally, for retaliation in violation of 42 U.S.C. § 1981 and Title VII, as amended, and further seeks:

i. Back pay plus pre-judgment interest;

ii. Compensatory damages,

iii. Punitive damages;

iv. Declaratory and Injunctive relief, including reinstatement or front pay in lieu of reinstatement;

v. Reasonable attorneys' fees, expenses and costs.

COUNT III
INTENTIONAL INTERFERENCE WITH BUSINESS RELATIONSHIP

120. Plaintiff reasserts all allegations above.

121. Plaintiff had a business relation with the Frederick Firm – an attorney-client relationship, about which Defendants were aware and to which Defendants were strangers.

122. Defendants intentionally interfered with the attorney-client business relationship between Plaintiff and The Frederick Firm.

123. Defendants' intentional interference proximately caused injuries to Plaintiff.

124. WHEREFORE, Plaintiff demands judgment against Defendants, separately and severally, for compensatory and punitive damages, in amounts to be determined by the jury, plus costs.

COUNT IV
FRAUD AND MISREPRESENTATION

125. Plaintiff reasserts all allegations above.

126. Tracy McNeil fraudulently and falsely misrepresented a fact regarding the enforceability of Plaintiff's non-compete agreement with Lyons HR, and Plaintiff relied on that false and fraudulent misrepresentation to Plaintiff's detriment.

127. In the Lyons HR lawsuit, the presiding Judge denied Five Points' and Plaintiff Cochran's Rule 12(b)(6) motions to dismiss and allowed Lyons HR to proceed with its lawsuit to enforce Plaintiff's no-compete with Lyons HR.

128. Plaintiff relied on the fraudulent and false misrepresentation, which proximately caused injuries and damages to Plaintiff.

129. WHEREFORE, Plaintiff demands judgment against Defendants, separately and severally, for compensatory and punitive damages, in amounts to be determined by the jury, plus costs.

COUNT V
ANOTHER FRAUD

130. Plaintiff reasserts all allegations above.

131. Tracy McNeil fraudulently and falsely represented to Plaintiff that Defendants would pay Plaintiff's attorneys' fees and expenses for Plaintiff's defense in the event Plaintiff was sued in connection with Plaintiff's no-compete agreement with Lyons HR.

132. Plaintiff relied on the fraudulent and false misrepresentation, which proximately caused injuries and damages to Plaintiff.

133. WHEREFORE, Plaintiff demands judgment against Defendants, separately and severally, for compensatory and punitive damages, in amounts to be determined by the jury, plus costs.

COUNT V
ANOTHER FRAUD

134. Plaintiff reasserts all allegations above.

135. Defendants fraudulently suppressed from Plaintiff, and did not speak the whole truth to Plaintiff, all true facts about Defendants' representation to Plaintiff that Defendants would pay Plaintiff's attorneys' fees and expenses for Plaintiff's defense in the event Plaintiff was sued in connection with Plaintiff's no-compete agreement with Lyons HR.

136. Plaintiff relied on the incomplete representation made to her, which proximately caused injuries and damages to Plaintiff.

137. WHEREFORE, Plaintiff demands judgment against Defendants, separately and severally, for compensatory and punitive damages, in amounts to be determined by the jury, plus costs.

*****PLAINTIFF DEMANDS A TRIAL BY STRUCK JURY*****

Respectfully submitted this 16th day of December, 2010.

Barry V. Frederick
Barry V. Frederick (ASB-1979-C65B)

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