

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION**

JENNIFER LYNN RUNNELS;)	
)	
Plaintiff,)	
)	
v.)	
)	
TOWN OF CEDAR BLUFF,)	
ALABAMA;)	
)	
Defendant.)	

COMPLAINT

COMES NOW, the Plaintiff Jennifer Lynn Runnels, and files this cause of action against the Town of Cedar Bluff pursuant to 42 U.S.C. § 1983 for violations of Plaintiff Jennifer Lynn Runnels's rights afforded to her under the Fifth and Fourteenth Amendments of the United States Constitution. As good grounds for this action, Plaintiff Jennifer Lynn Runnels shows as follows:

PARTIES

1. At all times relevant and material, the plaintiff Jennifer Lynn Runnels ("Plaintiff Runnels") was a resident of Cherokee County, Alabama.

2. At all times relevant and material, the defendant Town of Cedar Bluff, Alabama (“Defendant Cedar Bluff”) was a political subdivision of the State of Alabama.

JURISDICTION

3. Jurisdiction is proper in this District pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3) because the Plaintiff brings claims based in whole or in part on federal law and the United States Constitution.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because all of the acts and omissions complained of herein occurred in this judicial District.

FACTUAL ALLEGATIONS

5. Plaintiff Runnels began her employment with Defendant Cedar Bluff in January 2021, after being appointed to the position of Town Clerk by vote of Defendant Cedar Bluff’s council.

6. Plaintiff Runnels was appointed by Defendant Cedar Bluff in the position of Town Clerk.

7. Plaintiff Runnels was appointed by vote of the council of Defendant Cedar Bluff.

8. Plaintiff Runnels later also assumed the role as Defendant Cedar Bluff's town magistrate.

9. At the inception of Plaintiff Runnels's employment with Defendant Cedar Bluff, the mayor of Defendant Cedar Bluff was Tammy Crane ("Crane").

10. At all times relevant and material herein, Crane was the mayor of Defendant Cedar Bluff.

11. At some point during Plaintiff Runnels's appointment, and prior to her termination, Defendant Cedar Bluff underwent monthly audits.

12. The audits, at all-time relevant and material were conducted by certified public accounts from the firm McClure, Sewell, Johnson & Associates, Inc., located in Gadsden, Alabama.

13. Specifically, Mike Sewell, CPA ("Sewell") originally performed yearly audits of Defendant Cedar Bluff's accounting, including the books of Plaintiff Runnels in her capacity of town clerk.

14. After unsubstantiated allegations were made that Defendant Cedar Bluff misappropriated funds received from the American Rescue Plan Act ("ARPA"), Plaintiff Runnels contacted Sewell and discussed the

possibility of him conducting monthly audits of the books of Defendant Cedar Bluff, to include those maintained by Plaintiff Runnels.

15. Sewell informed Plaintiff Runnels that Sewell could perform the monthly audits; however, Plaintiff Runnels and Defendant Cedar Bluff would then have to find a new CPA to perform the yearly audits.

16. Sewell conducted the monthly audits at least until the day of Plaintiff Runnels's unlawful termination.

17. Sewell was specifically checking for the purposes of reconciliation.

18. During Plaintiff Runnels's employment at Defendant Cedar Bluff, Sewell's work revealed that the books and ledgers always reconciled.

19. Sewell informed Plaintiff Runnels that Defendant Cedar Bluff's policy of allowing anyone to use the debit card of Defendant Cedar Bluff exposed Plaintiff Runnels to risk.

20. Plaintiff Runnels informed Crane that Sewell recommended each person using Defendant Cedar Bluff debit cards be assigned a credit card with the user's name on it making the designated person responsible for the charges made on said cards.

21. In response, Crane resisted the recommendation, telling Plaintiff Runnels it was not a good idea.

22. At the time of Plaintiff Runnels's termination, Defendant Cedar Bluff had a policy and procedures manual dated June 2006 (the "Policy Manual").

23. The Policy Manual of Defendant Cedar Bluff, as it existed September 20, 2024, was last updated December 8, 2008.

24. Chapter Three of the Policy Manual is entitled "Categories of Service and Employment Status".

25. The Policy Manual establishes two (2) classes of employees, classified and unclassified.

26. The Policy Manual sets forth the procedures to be followed by Defendant Cedar Bluff in terminating both classified and unclassified employees.

27. Regardless of whether an employee is classified or unclassified, if the employee is appointed, they are entitled to due process.

28. On or about September 7, 2024, Plaintiff Runnels learned of the death of a person within the Cedar Bluff community.

29. Plaintiff Runnels, during a telephone call with Defendant Cedar Bluff's mayor Tammy Crane ("Crane") informed Crane of the death and

also that she would be taking soft drinks to the family for refreshment purposes during the grieving process.

30. During said call, Crane instructed Runnels that rather than purchasing the drinks herself, Runnels should use soft drinks located in the town hall of Defendant Cedar Bluff.

31. These soft drinks were supposedly left over from an event hosted by Defendant Cedar Bluff known as “Liberty Day”.

32. Plaintiff Runnels traveled to the town hall of Defendant Cedar Bluff with Russell Davis Payne, and upon arrival, discovered that the soft drinks believed by Crane to be at the town hall were not present.

33. Plaintiff Runnels still on a cellular phone call with Crane, informed Crane that the soft drinks that Crane believed to be at the town hall were in fact not present.

34. Crane then instructed Plaintiff Runnels to use one of the two debit cards issued to Defendant Cedar Bluff to purchase the soft drinks for delivery to the grieving family.

35. Following those instructions, Plaintiff Runnels retrieved the debit card and traveled to the Dollar General, a chain of discount stores located throughout the United States.

36. The Dollar General visited by Plaintiff Runnels on September 7, 2024, is located at 3950 Alabama Highway 9, Cedar Bluff, Alabama.

37. While at the Dollar General, Plaintiff Runnels selected the soft drinks, and went to the register for the purpose of check out.

38. Upon attempting to use Defendant Cedar Bluff's debit card as instructed by Crane, Plaintiff Runnels was informed that the debit card declined.

39. After she learned that the debit card declined, Plaintiff Runnels used her personal debit card to complete the transaction and pay for the soft drinks.

40. The soft drinks were delivered to the intended recipients without incident.

41. Thus, even though Defendant Cedar Bluff claims that Plaintiff Runnels misused Defendant Cedar Bluff's debit card, Plaintiff Runnels actually paid for the items purchased from Dollar General with her own debit card.

42. Plaintiff Runnels did not work on Monday September 16, 2024.

43. Plaintiff Runnels took that day off because of a personal matter that occurred over the previous weekend between she and Defendant Cedar Bluff's Police Chief Jeremy Stepps ("Stepps").

44. Plaintiff Runnels and Stepps were involved in a verbal altercation while at work.

45. The altercation with Stepps rose to the level that after Plaintiff Runnels told Stepps to stop harassing her, another Defendant Cedar Bluff employee Jennifer Burt called Crane to come to town hall and intervene, informing her that Stepps was arguing with Plaintiff Runnels.

46. During said altercation, Plaintiff Runnels informed Stepps in no uncertain terms that he should refrain from attempting to interfere in her marriage, and other aspects of her personal life.

47. On Tuesday, September 17, 2024, after the altercation with Stepps, Crane had a separate meeting with Stepps in Defendant Cedar Bluff's counsel room.

48. Later, Crane came to get Plaintiff Runnels, who joined the meeting with Crane and Stepps.

49. Plaintiff Runnels confronted Stepps when she joined the meeting, and Stepps apologized to Plaintiff Runnels.

50. Plaintiff Runnels left the meeting and went with Jennifer Burt as emotional support to Burt's lawyer for a consultation on a private matter involving Burt.

51. Upon return to the town hall, Plaintiff Runnels observed Stepps receiving the key to the control room for the cameras.

52. Despite Defendant Cedar Bluff having a policy that anytime there was a review of cameras, two people must be present, Stepps entered the control room alone.

53. Plaintiff Runnels questioned Crane why Stepps was alone in the control room and Crane informed Plaintiff Runnels that she (Crane) would go to the control room to be the "second person".

54. On or about Wednesday September 18, 2024, Stepps visited the Dollar General.

55. Coincidentally, at the same time that Stepps was at the Dollar General, Plaintiff Runnels had stopped at the Dollar General to purchase two (2) items on her way to work and was informed by the cashier on duty that Stepps was in the office of Dollar General watching camera footage.

56. Upon information and belief, Stepps had not obtained a warrant prior to viewing the Dollar General camera footage.

57. Plaintiff Runnels did not and could not have known that she was the target of Stepps' "investigation" on that September 18, 2024, morning.

58. On or about September 18, 2024, Plaintiff Runnels worked a normal workday, working until approximately 4:30 p.m. because she had to stay at work for a Defendant Cedar Bluff planning meeting.

59. Between 5:00 p.m. and 5:30 p.m., Crane, escorted by Shane Butler ("Butler") and Dakota DeBerry ("DeBerry"), who at the time were police officers employed by Defendant Cedar Bluff, told Plaintiff Runnels to accompany the three of them to Defendant Cedar Bluff's council room.

60. Plaintiff Runnels agreed to follow the three individuals to the council room.

61. Once at the council room, Crane presented Plaintiff Runnels with a notice that was not drawn on Defendant Cedar Bluff's letterhead, which informed her that she was immediately suspended.

62. In toto, the notice read:

TOWN OF CEDAR BLUFF, ALABAMA

NOTICE TO: Jennifer Runnels, Town Clerk

DATE: September 18, 2024

Please be advised that I am placing you on administrative leave from your position as Town Clerk, effective immediately, [sic] due to concerns about possible unauthorized use by you of Town credit cards and/or debit cards.

s/ Tammy Crane [signature on original]
TAMMY CRANE, Mayor

63. Crane, at the time she presented Plaintiff Runnels with the notice informing her of the suspension, feigned ignorance as to what was happening, and informed Plaintiff Runnels that she had been called to the office of Defendant Cedar Bluff's legal counsel Laura Llyod ("Lloyd") to sign the notice.

64. The notice was was particularly curious given that Defendant Cedar Bluff did not have credit cards, a fact making it impossible for Plaintiff Runnels to use credit cards without authorization as alleged.

65. After receiving the notice from Crane, Plaintiff Runnels was instructed to retrieve her personal effects from her office.

66. DeBerry, Crane and Butler followed Plaintiff Runnels to her office.

67. Once there, Crane instructed everyone to leave, shut the door to the office, and asked Plaintiff Runnels “[w]hat the hell is going on?”

68. Plaintiff Runnels suggested to Crane that given she had just suspended Plaintiff Runnels, perhaps Crane should tell Plaintiff Runnels what “the hell” was “going on?”

69. Crane repeatedly told Plaintiff Runnels that she did not know, which is passing strange given that Crane met with Defendant Cedar Bluff’s lawyer to sign the notice (written in first person) placing Plaintiff Runnels on leave.

70. Crane instructed Plaintiff Runnels to get her purse and promised Plaintiff Runnels that she would be back at work “in a couple of days”.

71. This was not true.

72. Crane retrieved the money bag and checks of Defendant Cedar Bluff from Plaintiff Runnels’s desk and instructed Plaintiff Runnels to lock her desk drawer.

73. Crane then realized that there were checks signed by Crane that were otherwise blank.

74. Crane, despite placing Plaintiff Runnels on administrative leave minutes earlier for alleged financial improprieties, nevertheless asked

Plaintiff Runnels to populate payee information onto the pre-signed checks.

75. Plaintiff Runnels declined.

76. Plaintiff Runnels realized that a professional diary that she kept on at her desk at the town hall was missing.

77. The diary contains information including dates, times, notes of conversations and other notations about things Plaintiff Runnels observed during her employment at Defendant Cedar Bluff.

78. Plaintiff Runnels inquired about the location of the professional diary, but those present feigned ignorance as to the location of the professional diary.

79. Plaintiff Runnels then left the premises of Defendant Cedar Bluff went home, and called her husband.

80. Plaintiff Runnels's husband travelled to Defendant Cedar Bluff's town hall and arrived there at approximately 8:30 p.m. on September 18, 2024.

81. Upon his arrival he observed Stepps, Butler and Mark Baty, the then Defendant Cedar Bluff's maintenance employee standing in the parking lot.

82. Plaintiff Runnels's husband observed Burt sitting on the steps leading to the office door of Plaintiff Runnels's office.

83. He observed Crane exiting Plaintiff Runnels's office door.

84. Plaintiff Runnel's husband had a conversation with Crane.

85. Plaintiff Runnels is informed and knows that audio recording exists of this interaction.

86. On September 7, 2024, Defendant Cedar Bluff had a comprehensive array of cameras in the town hall, including hallways and interior offices.

87. When operational said cameras are capable of recording both audio and video.

88. Said cameras were operational on September 7, 2024.

89. Said cameras would have recorded the conversations between Plaintiff Runnels and Crane regarding the use of Defendant Cedar Bluff's debit card and Crane's explicit instruction for Plaintiff Runnels to use the debit card.

90. Upon information and belief, said cameras have all been completely removed from Defendant Cedar Bluff's town hall.

91. Upon information and belief, said cameras were removed shortly after Plaintiff Runnels was unjustly terminated.

92. On September 19, 2024, Plaintiff Runnels made multiple attempts via text messages and telephone calls to contact Crane regarding her status as an employee of Defendant Cedar Bluff.

93. The next day, Plaintiff Runnels contacted the Alabama Attorney General's office ("AG's Office") regarding her termination and certain activities she had observed and had knowledge of during her employment at Defendant Cedar Bluff.

94. Upon information and belief, despite Defendant Cedar Bluff making statements to the public and in private that Defendant Cedar Bluff first contacted the AG Office's regarding Plaintiff Runnels, it was actually Plaintiff Runnels that made first contact with the AG's Office.

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95. On September 20, 2024, at 11:51 a.m., less than 48 hours after being placed on leave, Plaintiff Runnels saw a post on the Weiss Lake Community Page on Facebook made by an anonymous member:



96. Plaintiff Runnels, upon seeing the post, asked someone who lived near the town hall of Defendant Cedar Bluff to go to the town hall see if there appeared to be activity in the parking lot of Defendant Cedar Bluff's town hall.

97. That person reported back that there were a number of cars in the parking lot of Defendant Cedar Bluff's town hall.

98. Upon learning that, Plaintiff Runnels contacted Lloyd and inquired about the meeting and was told by Lloyd that Lloyd was on the way to the meeting and was unaware that a meeting had been called until that morning of September 20, 2024.

99. Plaintiff Runnels, as the former town clerk for Defendant Cedar Bluff is informed and knows that it was standard practice for Defendant Cedar Bluff to post notices of specially called meeting on Facebook on an effort to reach as many residents as possible.

100. Defendant Cedar Bluff did not post notice of the September 19, 2024, specially called meeting on Facebook, deviating from its established practices.

101. Defendant Cedar Bluff's council went into executive session at the specially called meeting, and when it emerged, Plaintiff Runnels had been terminated.

102. Plaintiff Runnels learned of her termination by Defendant Cedar Bluff from Lloyd via telephone call.

103. During the call with Lloyd, Plaintiff Runnels requested official notice of the termination in writing.

104. Plaintiff Runnels is still awaiting such written notice.

105. Plaintiff Runnels's husband went to the Cedar Bluff Utility Board ("CBUB") after Plaintiff Runnels was terminated and in fact did observe a flyer taped to the window of the Utility Board.

106. That flyer advertised a specially called meeting that was to occur at 1:00 p.m. on September 20, 2024.

107. The facsimile header on the flyer indicated that it was faxed to the CBUB on September 19, 2024, at 7:55 a.m.

108. The flyer read in toto:

CEDAR BLUFF TOWN COUNCIL

WILL HOLD A

SPECIAL CALLED COUNCIL MEETING

FRIDAY SEPTEMBER 20, 2024

1:00 P.M.

109. The flyer "announcing" the specially called meeting did not state a purpose for the meeting.

110. The flyer did not state a location that the specially called meeting would take place.

111. Alabama law requires that the clerk of cities and towns attend all meetings and keep a record of the proceedings.¹

112. Under Alabama law, any person appointed to office in any city or town may, for cause, **after a hearing**, be removed by the officer making the appointment.²

113. Plaintiff Runnels, at the time of her termination on September 20, 2024, held an appointed position of employment with Defendant Cedar Bluff.

114. Upon information and belief, at the September 20, 2024, specially called meeting, the council members went into executive session.

115. Under the Alabama Open Meetings Act, as codified in the Alabama Code at §36-25A-1 *et seq.*, Alabama law does not require executive session, however a governmental body such as Defendant Cedar Bluff may go into executive session for any or all of nine (9) enumerate reasons.

¹ Ala. Code § 11-43-100

² Ala. Code § 11-43-160 (a)

116. On September 20, 2024, Defendant Cedar Bluff was authorized by statute to go into executive session for the purposes of: (1) discussing general reputation and character (2) employee disciplinary matters (3) pending or threatened litigation and mediation/arbitration (4) security matters, (5) criminal investigations, (6) purchase or sale of property, (7) matters of commerce or trade, (8) public employee negotiations strategy, or (9) administrative hearing matters.

117. The nine (9) reasons set forth in the preceding paragraph are the only reasons that Defendant Cedar Bluff could have met in executive session at which Plaintiff Runnels was discussed.

118. The only one of the nine reason enumerated above that was applicable to Plaintiff Runnels on September 20, 2024, was to discuss Plaintiff Runnels's general reputation and character.

119. The applicable definition defines general reputation and good character as “or actions of a person directly involving good or bad ethical conduct, moral turpitude, or suspected criminal activity, not including job performance.”³

³ Ala. Code. §36-25A-2(3)

120. Defendant Cedar Bluff knew or should have known that due process required Plaintiff Runnels to be given both notice and the opportunity to be present and heard in the September 20, 2024, executive session during which her reputation and good character was discussed.⁴

121. The council members of Defendant Cedar Bluff emerged from the executive session and supposedly for the first time to terminate Plaintiff Runnels.

122. Defendant Cedar Bluff had already constructively terminated Plaintiff Runnels without due process prior to the beginning of the scheduled 1:00 p.m. September 20, 2024, meeting.

123. To-wit: on September 20, 2024, at 12:47 p.m., **thirteen minutes before** the scheduled start of the specially called meeting, Crane jumped the gun and sent a text message to Plaintiff Runnels that said “Please return any and all town property by the end of business today. This is to include cell phones, computers, any keys or anything you have.”:

⁴ Attorney General Opinions #89-190 and # 99-247



124. Thus, it is clear that a decision to terminate Plaintiff Runnels without due process had already been made before the sham “special meeting” ever convened.

125. Plaintiff Runnels was terminated by Defendant Cedar Bluff on September 20, 2024.

126. No due process hearing took place regarding Plaintiff Runnels’s termination.

127. Plaintiff Runnels was never officially notified on the specially called meeting.

128. Plaintiff Runnels was not given an opportunity to argue against her termination.

129. Defendant Cedar Bluff prior to taking unconstitutional governmental action against Plaintiff Runnels, did not afford Plaintiff Runnels the due process guaranteed under the Constitution.

130. Plaintiff Runnels received neither notice nor an opportunity to be heard prior to the adverse actions taken by Defendant Cedar Bluff.

131. Defendant Cedar Bluff has violated guarantees of liberty afforded to Plaintiff Runnels under the Constitution.

132. Plaintiff Runnels's rights afforded to her through the Constitution have been violated by Defendant Cedar Bluff.

133. The Supreme Court has consistently recognized Plaintiff Runnels's and others' right to "the pursuit of happiness" as being enshrined in the Fourteenth Amendment.

134. Defendant Cedar Bluff as heretofore described, and expounded upon below, has usurped Plaintiff Runnels's right to the pursuit of

happiness to which she, and all persons under the protection of the Constitution enjoy.

135. After committing the violations of Plaintiff Runnels's civil rights and liberties as heretofore and hereinafter described, Defendant Cedar Bluff, through its agents and employees continue to harass and trample upon Plaintiff Runnels's rights afforded to her through federal law.

136. On March 27, 2025, a warrant of arrest was issued against Plaintiff Runnels.

137. The charge on the arrest warrant was for alleged reckless endangerment "as described in the Complaint".⁵

138. The arrest warrant identifies Plaintiff Runnels as weighing 130 pounds, a fact which is given importance in Paragraph 147 below.

139. The genesis of the arrest warrant began when DeBerry went to the Cherokee County Sheriff's Department and filed a report against Plaintiff Runnels.

140. DeBerry then went across the street to the Cherokee County Clerk's Office to file for a warrant and complaint, much in the same manner an ordinary citizen would.

⁵ Document 1, Case Number 13-DC-2025-900284, *State of Alabama v. Jennifer Lynn Runnels*.

141. In his complaint, DeBerry alleges that Plaintiff Runnels allegedly swerved her vehicle at DeBerry while he was “directing traffic from off the roadway [sic].”

142. These actions by Plaintiff Runnels which led to DeBerry’s complaint allegedly occurred on March 25, 2025, while DeBerry was directing traffic while fire department personnel attempted to extinguish a grass fire on Highway 9 in Cedar Bluff, Alabama. DeBerry signed the complaint as the “Complainant”.

143. Plaintiff Runnels did not swerve her vehicle at DeBerry.

144. On March 25, 2025, upon information and belief, DeBerry was certified by the Alabama Peace Officers Standards and Training Commission (“APOSTC”).

145. On March 25, 2025, upon information and belief, DeBerry had the powers of arrest over individuals who committed misdemeanors witnessed by DeBerry.

146. On March 25, 2025, DeBerry, an APOSTC certified police officer who supposedly not only witnessed a misdemeanor being committed, but one committed against him, did not attempt to stop or arrest Plaintiff

Runnels at the time the alleged misdemeanor was committed in his presence.

147. Stepps, who was also present on the scene, did not attempt to stop or arrest Plaintiff Runnels on March 25, 2025.

148. This is true even though after the alleged act took place on Highway 9, Plaintiff Runnels continued traveling on Highway 9 to Family Dollar in Cedar Bluff, conducted business, got back in her vehicle, drove back down Highway 9 past both Stepps and DeBerry (who were in their respective vehicles by this time) and travelled to her home.

149. It was not until March 27, 2025, that **five (5) Cherokee County Sheriff's deputies showed up** at Plaintiff Runnels's home in the afternoon to **arrest Plaintiff Runnels, a 130-pound woman, for the misdemeanor offense alleged by DeBerry in his complaint.**

150. Plaintiff Runnels was not home when the deputies arrive at her domicile, she being in Birmingham at the zoo on an outing with her children.

151. On the way back from Birmingham, Plaintiff Runnels was informed by another mother on the zoo trip that Crane, on a phone call the mother was party was seeking Plaintiff Runnels's then current location.

152. Plaintiff Runnels's necessary path of travel back home caused her to travel through the town of Leesburg, Alabama.

153. When Plaintiff Runnels arrived in Leesburg, Alabama, she was met by four (4) Cherokee County Sheriff Department vehicles, and one (1) Leesburg, Alabama Police Department vehicle.

154. Plaintiff Runnels turned herself in to the Cherokee County Sheriff's Department on March 28, 2025.

155. Plaintiff Runnels was thus the subject of a multi-agency manhunt over an alleged misdemeanor involving one of Defendant Cedar Bluff's police officers who failed to cite or arrest Plaintiff Runnels when the alleged incident occurred.

156. Plaintiff Runnels was and continues to be harassed by agents, employees, and elected officials of Defendant Cedar Bluff including the use of (what the posters believe to be anonymous) Facebook posts.

157. Plaintiff Runnels suffered and continues to suffer embarrassment, emotional distress, mental anguish, lost wages, lost earning potential and other damages as a direct result of the allegations made against Defendant Cedar Bluff by Plaintiff Runnels as contained herein.

158. Hence, this lawsuit.

COUNT ONE
(Violation of Plaintiff Runnels's Due Process Rights)

159. In addition to the factual allegations above that are incorporated by reference herein, Plaintiff Runnels further alleges:

160. Defendant Cedar Bluff, acting under the color of law, deprived Plaintiff Runnels of her protected property interest, namely her employment with Defendant Cedar Bluff.

161. Defendant Cedar Bluff did not provide notice of a hearing to Plaintiff Runnels prior to her termination.

162. Defendant Cedar Bluff did not provide Plaintiff Runnels with an opportunity to be heard prior to her termination.

163. Defendant Cedar Bluff violated Alabama law by failing to provide Plaintiff Runnels, an appointed official, with a hearing prior to termination.

164. Defendant Cedar Bluff violated the rights and privileges afforded to Plaintiff Runnels under the Fifth Amendment of the Constitution.

165. Defendant Cedar Bluff violated the protections afforded to Plaintiff Runnels under the Fourteenth Amendment.

166. Specifically, Defendant Cedar Bluff terminated Plaintiff Runnels without due process of law.

167. Specifically, Defendant Cedar Bluff has harmed Plaintiff Runnels's right to pursue her chosen professions due to the arbitrary acts of Defendant Cedar Bluff in terminating Plaintiff Runnels's employment without due process of law.

168. Defendant Cedar Bluff's untrue public statements that Plaintiff Runnels was terminated for misuse of nonexistent credit cards and malfunctioning debit cards has and continues to harm the reputation of Plaintiff Runnels and hampers her ability to acquire future employment, thereby depriving Plaintiff Runnels of the right to the pursuit of happiness.

169. Defendant Cedar Bluff failure to provide Plaintiff Runnels with her due process as require resulted in Plaintiff Runnels being unable to be heard and defend her good name and character.

170. As a direct and proximate cause of Defendant Cedar Bluff's actions, Plaintiff Runnels has suffered and continues to suffer actual and real damages including emotional distress, mental anguish, pain and suffering, economic losses, harm to reputation, and lost wages.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff Runnels demands judgment against Defendant Cedar Bluff and requests the following monetary and equitable relief:

a. A declaration that Defendant Cedar Bluff violated Plaintiff Runnels's Constitutional rights;

b. the entry of a judgment against Defendant Cedar Bluff and in favor of Plaintiff Runnels;

c. an award of compensatory damages of at least \$750,000.00 or in an amount determined by a struck jury to Plaintiff Runnels for Plaintiff Runnels's emotional distress and mental anguish, economic loss, and all other proved injuries;

d. an award of payment of back pay to Plaintiff Runnels in an amount due and owing at the entry of judgment;

e. an award of front pay to Plaintiff Runnels in the amount of \$1,193,400.00;

f. an award to Plaintiff Runnels for lost retirement benefits;

g. an award of all attorney's fees and costs associated with bringing this action pursuant to 42 U.S.C. § 1988; and

h. such other relief in Plaintiff Runnels's favor as deemed just and proper by the Court.

JURY DEMAND

171. Plaintiff Runnels demands a trial by struck jury on all issues of fact.

Respectfully submitted,

/s/ H. Gregory Harp

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