Rel: November 6, 2026

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SUPREME COURT OF ALABAMA

OCTOBER TERM, 2026-2027

SC-2026-0107

Alpha Connect Corporation, d/b/a Alpha Connect, and Gerald King

v.

Stephen Mangina

Appeal from Jefferson Circuit Court
(CV-23-902344)

COOK, Justice.

This appeal arises from a business dispute. The trial court granted

a motion for a judgment on the pleadings. Because of Alabama's pleading standards, we reverse.

The plaintiffs are: (1) Alpha Connect Corporation, d/b/a Alpha Connect ("Alpha"), and (2) Gerald King, who is a shareholder and officer of Alpha. Alpha is a Mississippi corporation that provides internet service using fiber and cellular equipment attached to existing utility poles.

In 2023, King and Alpha sought a pole-attachment agreement with Southern Company and enlisted Chad Williams to help them find a contact there. Williams's mother, Kate Szkolnik, a Southern Company engineer, allegedly warned Williams that King was a felon, a thief, and an elder abuser who would lie, cheat, and steal from just about anyone. When Williams asked where she had heard this, Szkolnik named Stephen Mangina, another Southern Company employee.

King and Alpha allege that Mangina's statements caused their negotiations with Southern Company to collapse, led other businesses to refuse to deal with them, and derailed King's sale of rental property to Williams.

King and Alpha eventually sued Mangina and Szkolnik in the Jefferson Circuit Court. In their complaint, Alpha and King asserted

three causes of action against Mangina and Szkolnik: (1) intentional interference with business relations, (2) false-light invasion of privacy, and (3) defamation of character. Mangina eventually moved for a judgment on the pleadings under Rule 12(c), Ala. R. Civ. P.

The circuit court entered judgment on the pleadings for Mangina on Alpha's intentional-interference, false-light, and defamation claims and on King's intentional-interference and false-light claims. It denied Mangina's motion as to King's defamation claim.

King's remaining defamation claim against Mangina was later dismissed by agreement of the parties. The claims against Szkolnik were ultimately resolved, producing a final judgment.

Alpha now appeals the judgment on the pleadings on its intentional-interference, false-light, and defamation claims against Mangina, and King appeals the judgment on the pleadings on his intentional-interference and false-light claims against Mangina.[1]

For the reasons stated below, we reverse the judgment as to each claim on which a judgment on the pleadings was entered and remand the case for proceedings consistent with this opinion.

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[1]Szkolnik is not party to the appeal.

Facts and Procedural History

On July 7, 2023, Alpha, a Mississippi corporation, registered to do business in Alabama. As stated previously, Alpha provides internet services through private cellular and fiber infrastructure. Its business depends on what are known as pole-attachment agreements. These are agreements with utility companies that allow a provider to save costs by attaching fiber optics to existing utility poles rather than newly laying such equipment underground. King is a shareholder and corporate officer of Alpha.

In spring 2023, King and Alpha first tried to secure a pole-attachment agreement with Southern Company by directly reaching out to employee Christian Crawford. Later, in May 2023, they approached Williams to help find an alternative contact within Southern Company. Williams's mother, Szkolnik, a Southern Company engineer, gave Williams the name of another employee, Desmond Ladner, who might assist.

During that same conversation, Szkolnik allegedly warned Williams to "watch out" for King, telling her son that she had heard "certain information from another employee at Southern Company in

Birmingham" that King "was an elder abuser, thief, had multiple felonies, and [was] not a good guy." Williams relayed those comments to King, and, although Williams and King discussed them, they decided to move forward with their business relationship.

On June 30, 2023, during a car ride back from a sales trip, Williams called Szkolnik about cosigning a loan so he could buy rental property from King in Sylacauga. Szkolnik told Williams that she hoped he was not buying property from King, repeating that a "great friend and a source at Southern Company" had told her that King was a "horrible person" who would "lie, cheat, and steal from just about anyone" and was an "elderly woman abuser." When Williams pressed his mother for the source of those comments, Szkolnik named Mangina, another Southern Company employee.

Alpha and King alleged that Mangina "apparently was made aware" through Southern Company's internal systems that they were seeking pole-attachment agreements and that Mangina knew about their dealings with Williams, including the fact that Williams was the son of Szkolnik. They also alleged that Mangina relayed the disparaging statements about King to Szkolnik over Southern Company phone lines,

on Southern Company time, using Southern Company resources. Those statements, they said, were false because King had "never been convicted of a felony" and had "never been convicted of elder abuse." King also refuted that he was a liar, a cheat, or a thief.

On July 8, 2023, King and Alpha sued Mangina and Szkolnik, alleging claims of intentional interference with business relations (Count I), false-light invasion of privacy (Count II), and defamation of character (Count III). In their complaint, King and Alpha specifically alleged that Szkolnik's and Mangina's conduct directly caused their pole-attachment negotiations to collapse, leaving Alpha with roughly $2,000,000 in fiber inventory and $500,000 in cellular equipment it could not use.

They further alleged that "various third parties" -- including the City of Pascagoula, Mississippi, and Crown Castle, a wireless-infrastructure company -- declined to do business with them because of Mangina's and Szkolnik's conduct and that it was this conduct that interfered with King's real-property transaction with Williams.

In August 2023, Mangina and Szkolnik, each appearing pro se, filed a PS-19 "Answer to Complaint" form on which they checked a box next to the following statement, generally denying liability: "I do not owe the

Plaintiff any money, and I do not agree with the Complaint. I understand that if I check this box, there will be a trial and the Plaintiff will have to prove his/her case."

After retaining counsel, Mangina moved for a judgment on the pleadings in September 2023. He later refiled that motion twice -- once to correct a service defect and once to add an exhibit. That exhibit was a highlighted copy of Alpha's Alabama foreign-entity registration application, showing that Alpha had filed and reserved its corporate name with the Alabama Secretary of State on July 7, 2023 -- the day before this suit was filed -- and had represented that it "began or will begin" transacting business in Alabama on August 1, 2023. That application was signed by King and dated July 7, 2023. The registered agent for service listed on that application was Alex Hirschfield, the same attorney representing King throughout this case.

In his amended motion for a judgment on the pleadings, Mangina made a variety of arguments and prayed for a judgment in his favor regarding all the claims in the complaint. Specifically, he argued that there was a failure to state a claim on the part of Alpha due to the timing of the alleged conduct in relation to the filing of the complaint and to the

"transacting business" date Alpha put on its Alabama foreign-corporation registration application. Additionally, he argued that allegations regarding various elements of each of the alleged torts were missing from the complaint, such as the "publicity" element of the false-light claims, the knowledge element of the intentional-interference claims, and, as to Alpha specifically, the "regarding" or "concerning" element of its defamation claim.

We believe that the circuit court initially set Mangina's motion for a hearing on October 5, 2023. Alpha and King objected that the short notice, combined with Mangina's reliance on matters outside the pleadings, violated the 10-day notice requirement, as laid out through the combination of Rule 12(c) and Rule 56(c)(2), Ala. R. Civ. P.

In his response to the objection, Mangina objected to the claim that his Rule 12(c) motion had to be treated as a motion for a summary judgment. Mangina argued that, because Alpha and King "refer to public documentation relating to details of Alpha Connect Incorporation in their Complaint," "attaching the complete details from the public record on file with the Alabama Secretary of State relating to Alpha does not convert the Motion to a Rule 56 Motion."

Later that same day, the circuit court issued an order granting Alpha and King's objection "[f]or good cause shown." The hearing was thus continued to November 9, 2023.

On November 6, 2023, Mangina filed a "Motion to Amend Motion for Judgment on the Pleadings and Authority in Support of the Motion." The amended motion incorporated the arguments he had made in his original motion; added additional arguments about the City of Pascagoula; contained legal authority on converting the motion and on intentional-interference claims and the false-light claims; and, in the alternative, added a request for a summary judgment if the motion were converted.

Alpha and King opposed the amended motion on November 7, 2023, reiterating that conversion of Mangina's motion to a summary-judgment motion was necessary if documents outside the pleadings were considered by the court. Their opposition also made several other arguments, including that Mangina's motion did not address the defamation count at all, that failure to register to do business in Alabama bars only intrastate breach-of-contract claims (which were not asserted in their complaint), and that no authority supported barring a foreign

corporation from bringing a tort claim alleging intentional interference with business relations.

On November 27, 2023, the circuit court issued an order granting Mangina's motion in part and denying it in part. The circuit court entered a judgment on the pleadings in favor of Mangina as to Alpha's intentional-interference claim (Count I), false-light claim (Count II), and defamation claim (Count III). It also entered a judgment on the pleadings in favor of Mangina as to King's intentional-interference claim (Count I) and his false-light claim (Count II). The circuit court denied Mangina's motion as to King's defamation claim, finding that, accepting the complaint's allegations as true, King had stated an actionable claim against Mangina. The order did not expressly state that it was converting either motion into a motion for a summary judgment, and the court gave no notice of any intent to do so.[2]

After discovery, King and Mangina reached a compromise to

[2]Alpha and King argue that consideration of Alpha's Secretary of State filing -- i.e., its Alabama foreign-entity registration application -- required conversion of Mangina's Rule 12(c) motion into one for a summary judgment. See Rule 12(c), Ala. R. Civ. P. We need not decide that issue because we reverse on independent grounds.

dismiss King's remaining defamation claim. They then jointly moved the circuit court to dismiss that claim, and the circuit court granted their motion.

Alpha and King's claims against Szkolnik remained pending for more than a year afterward. The parties notified the court of a settlement in July 2025, and in November 2025 Szkolnik's counsel filed a general release executed by Alpha, King, and Szkolnik. In mid-January 2026, the parties jointly moved to dismiss all remaining claims against Szkolnik, with prejudice, and the circuit court granted that motion on January 20, 2026, thus entering a final judgment.

On February 27, 2026, Alpha and King timely appealed the circuit court's earlier order partially granting Mangina's motion for a judgment on the pleadings.

Standard of Review

> "When a motion for judgment on the pleadings is made by a party, 'the trial court reviews the pleadings filed in the case and, if the pleadings show that no genuine issue of material fact is presented, the trial court will enter a judgment for the party entitled to a judgment according to the law.' B.K.W. Enters., Inc. v. Tractor & Equip. Co., 603 So. 2d 989, 991 (Ala. 1992). See also Deaton, Inc. v. Monroe, 762 So. 2d 840 (Ala. 2000). A judgment on the pleadings is subject to a de novo review. Harden v. Ritter, 710 So. 2d 1254, 1255 (Ala. Civ. App. 1997). A court reviewing a judgment on the pleadings accepts

> the facts stated in the complaint as true and views them in the light most favorable to the nonmoving party. Id. at 1255-56."

Universal Underwriters Ins. Co. v. Thompson, 776 So. 2d 81, 82 (Ala. 2000). A Rule 12 motion is not the occasion for weighing competing inferences, resolving disputed facts, or assessing whether the plaintiff will ultimately be able to prove the claim. See Nance v. Matthews, 622 So. 2d 297, 299 (Ala. 1993).

Discussion

On appeal, King and Alpha argue that the circuit court held the allegations in their complaint to a stricter standard than Alabama's liberal pleading standard allows. In their view, it did so by treating Alpha's registration date as fatal to their intentional-interference claims and by drawing inferences against them that should have been drawn in their favor.

Mangina argues that King and Alpha could not complain of interference with business they conducted before Alpha was authorized to transact business in Alabama and that the complaint otherwise fails to allege the elements of their intentional-interference claims, the publicity element required for their false-light claims, or any statement

concerning Alpha.

Because each of the circuit court's rulings turned on the sufficiency of the complaint's allegations, we begin with the pleading standard that governs our review.

I. Alabama's Liberal Pleading Standard

Alabama's liberal pleading standard, as set out in Rule 8(a), Ala. R. Civ. P., requires only "(1) a short and plain statement of the claim showing that the pleader is entitled to relief, and (2) a demand for judgment for the relief the pleader seeks." Our Court has stated that, under this standard, "pleadings are to be liberally construed in favor of the pleader." Adkison v. Thompson, 650 So. 2d 859, 862 (Ala. 1994). Our Court has also consistently held that the ultimate purpose of pleadings under our rules is to give fair notice to the adverse party of the claims made against it and the grounds on which those claims rest. See, e.g., Simpson v. Jones, 460 So. 2d 1282, 1285 (Ala. 1984); Dempsey v. Denman, 442 So. 2d 63 (Ala. 1983).

Alabama has not yet elected to adopt the heightened "plausibility" pleading standard of Bell Atlantic Corp. v. Twombly, 550 U.S. 544 (2007), and Ashcroft v. Iqbal, 556 U.S. 662 (2009). Alabama's approach thus

remains closer to the traditional notice-pleading model reflected in Conley v. Gibson, 355 U.S. 41, 47 (1957).

And no party suggests that we overrule our existing caselaw to adopt the plausibility pleading standard. In fact, our Court has not even expressly considered whether to adopt the standard set forth in Twombly and Iqbal. The Court of Civil Appeals has considered the question, but it correctly concluded that it remains bound by this Court's precedent on the pleading standard. See McKelvin v. Smith, 85 So. 3d 386, 391 (Ala. Civ. App. 2010).

Our existing pleading rules are, by design, more forgiving of an inartfully or incompletely pleaded claim than their federal counterparts, and a trial court errs when it demands the kind of particularity or evidentiary detail that Rule 8(a) does not require. See, e.g., Ex parte McKesson Corp., 393 So. 3d 1180, 1203 (Ala. 2023). "The distinctions between 'ultimate facts' and 'evidence' or conclusions of law are no longer important since the proposed new rules do not prohibit the pleading of facts or legal conclusions as long as fair notice is given to the parties."

Rule 8, Ala. R. Civ. P., Committee Comments on 1973 Adoption.[3] "The rules are designed to discourage battles over mere form of statement which often delay trial on the merits or prevent a party from having a trial because of mistakes in statement." Id. In sum, a dismissal at the pleading stage, or a judgment on the pleadings, is proper only when it appears that the plaintiff can prove no set of facts that would entitle it to relief. See Nance, 622 So. 2d at 299.

Two consequences of this liberal pleading standard matter for the purposes of this appeal. First, a plaintiff need not plead every evidentiary detail that would ultimately prove an element of a claim. For instance, an allegation that a defendant "published" a statement, or "placed" a matter "before the public," is not stripped of the presumption of truth merely because it is phrased in general terms rather than backed, at the pleading stage, by a full accounting of who was told what and when. Second, a complaint must be read as a whole, not claim by isolated claim.

[3]"A fair reading and study of the Alabama Rules of Civil Procedure lead to the determination that pleading technicalities are now largely avoided and that the pleading of legal conclusions is not prohibited, as long as the requisite fair notice is provided thereby to the opponent." Mitchell v. Mitchell, 506 So. 2d 1009, 1010 (Ala. Civ. App. 1987).

See Rule 8(f) ("All pleadings shall be so construed as to do substantial justice."); Adkison, 650 So. 2d at 862. "The purpose of the Alabama Rules of Civil Procedure is to effect justice upon the merits of the claim and to renounce the technicality of procedure." Crawford v. Crawford, 349 So. 2d 65, 66 (Ala. Civ. App. 1977). Accordingly, we will review the circuit court's order de novo, with our liberal pleading standard, and the two principles just described, in mind.

II. Count I – Intentional-Interference Claims

A. Alpha's Intentional-Interference Claim Against Mangina

In the factual portion of the complaint, Alpha alleges the following facts that appear to be relevant to its intentional-interference claim against Mangina:

> "12. Chad's mother, Kate Szkolnik … happened to work for Southern Company as an engineer and provided Chad with the contact information for an employee Desmond Ladner, of Southern Company who could possibly assist Plaintiffs in obtaining the pole attachment agreement. In the same communication as mentioned hereinabove, Szkolnik told Chad that she heard certain information from another employee at Southern Company in Birmingham, AL about King and advised her that Chad needed to watch out for King because he was an elder abuser, thief, had multiple felonies, and not a good guy.
>
> "….

"15. Chad then asked Szkolnik who told her the information about King, and she stated a person named Stephen Mangina told her that King is a horrible person, that he lies, that he is a cheat, that he will steal from just about anyone, and that he is an elderly woman abuser.

"16. Upon information and belief, Stephen Mangina … is employed with Southern Company and apparently was made aware through the Southern Company system that Plaintiffs were looking for a pole attachment agreement.

"17. Mangina was also made aware that Plaintiffs had been engaging in business dealings with Chad (because of the communications Chad previously made with Desmond) and Mangina also knows Chad to be Szkolnik's son.

"18. Upon information and belief, [Mangina] communicated via Southern Company phone lines, defamatory or otherwise false information concerning King and Alpha to Szkolnik, while working at Southern Company, on Southern Company time, and using Southern Company resources.

"19. The allegations made by Szkolnik and [Mangina] were not based in truth and blatantly false as King has never been convicted of a felony and never been convicted of elder abuse. King further refutes that he is a liar, cheater, or steals.

"20. As a direct consequence of the actions taken by Szkolnik and Mangina, Plaintiffs' negotiations and ability to secure a pole attachment agreement dissipated. But for the conduct of the Defendants, Alpha would have secured the pole attachment agreement.

"21. Alpha had acquired approximately $2,000,000 in fiber inventory and $500,000 in cellular equipment but it cannot use the inventory or equipment without the pole attachment agreement.

> "22. Also, various third parties have declined to do business with or otherwise execute contracts with Alpha and King because of the wrongful acts committed by Defendants. Such contracts include agreements that would have been made with Pascagoula City and Crown Castle on multiple cellular towers as well as [a] transaction with Chad."

Count I of the complaint makes the following more specific claims in support of Alpha's intentional-interference claim:

> "29. Plaintiffs did have a business relationship with Chad Williams and … Plaintiffs were seeking to contract with Southern Company (Mississippi Power) and City of Pascagoula.
>
> "30. Defendants were aware of Plaintiffs' relationships and the contracts that Plaintiffs were seeking with respect to Southern Company (Mississippi Power) and Chad Williams.
>
> "31. At all relevant times material to any business relationship or contract Plaintiffs had or were to have, Defendants were strangers to those transactions or business relationships.
>
> "32. Defendants intentionally interfered with Plaintiffs' relationship and contract negotiations by disseminating false information to said persons or parties. Defendants also sought to discourage those persons or parties from doing business with Plaintiffs or otherwise to avoid executing any contracts with Plaintiffs
>
> "33. Defendants were not justified in engaging in such interference with Plaintiffs' business relationship or contract-negotiations.

> "34. Because of Defendants' conduct, Plaintiffs were caused to lose or otherwise materially benefit from said contracts and therefore Plaintiffs have suffered damages."

1. Mangina's Registration Arguments Fail at the Pleading Stage.

In its judgment on the pleadings as to Alpha's intentional-interference claim against Mangina, the circuit court found that it was "undisputed that" (1) Alpha did not begin doing business in Alabama until after August 1, 2023, and (2) the only allegedly defamatory statements attributed to Mangina were made sometime before June 30, 2023. The August 1 date did not come from the complaint. It came from Alpha's registration application, which Mangina attached to his motion and which stated that Alpha "began or will begin" transacting business in Alabama on that date. Therefore, it appears that the circuit court treated the timing of Alpha's Alabama operations as dispositive of its intentional-interference claim.

Alpha argues that any registration defect had been cured before suit was filed, that the alleged business relationships at issue were not limited to Alabama, and that its registration status did not bar the claim because it sounds in tort.

Mangina argues, however, that Alpha could not complain of

interference with business activity conducted before Alpha was authorized to transact business in Alabama.

We first consider whether Alpha's registration status foreclosed the claim. Section 10A-1-7.21(a), Ala. Code 1975, provides that a foreign entity transacting business in this State "may not maintain any action, suit, or proceeding" in an Alabama court "until it has registered in this state." (Emphasis added.) Alpha registered on July 7, 2023, and filed this action the next day. We conclude that Alpha's registration status provides no basis for the judgment on the pleadings, for three reasons. First, any registration defect was cured before Alpha filed suit; second, the circuit court's premise that Alpha was not doing business before August 1 is contradicted by the complaint's own allegations; and third, the relationships were centered in, though not limited to, Mississippi.

First, as noted, Alpha argues that any statutory prohibition was impermanent and had been cured before the suit was filed. That argument tracks the statute's own language. This Court has interpreted § 10A-1-7.21(a) as a door-closing statute imposing a temporary disability on maintaining an action while a foreign corporation remains unregistered. See CAG MLG, L.L.C. v. Smelley, 163 So. 3d 346 (Ala.

2014). Thus, even assuming that Alpha's prior registration status implicated the statute, the statute does not support treating that status as a permanent bar to an action filed after registration.

This point is reinforced by § 10A-1-7.21(b), which expressly provides: "The failure of a foreign entity to register in this state does not impair the validity of any contract or act of the foreign entity …." The statute does not declare a foreign corporation's preregistration business unlawful, void, or unprotected. Simply put, nothing in that language converts Alpha's preregistration business activity into a legal nullity. Nor does the statute, or any of our caselaw interpreting it, confer substantive tort immunity on a person who allegedly interferes with such preregistration relationships. Mangina's contrary argument -- that, because Alpha "could not lawfully conduct business until August 1, 2023," it was "impossible" for him to interfere with that business -- rests on a premise that the statute does not support. Mangina's brief at 15. Registration therefore does not resolve Alpha's claim, either as a matter of the statute's text or on the present pleadings.

Second, the circuit court's premise fails on its own terms, because the complaint contradicts it. The registration application stated only that

Alpha "began or will begin" transacting business in Alabama on August 1, 2023. A forward-looking date on a registration form is not an admission that a company had no business relationships, and engaged in no business activity, before that date. And the complaint alleges that Alpha was actively pursuing business for months beforehand. For instance, the complaint specifically pleads that, in spring 2023, King and Alpha first tried to secure a pole-attachment agreement with Southern Company by directly reaching out to employee Christian Crawford. Later, in May 2023, they approached Williams to help find an alternative contact within Southern Company. Williams's mother, Szkolnik, a Southern Company engineer, gave Williams the name of another employee, Desmond Ladner, who might assist. And the complaint alleges that, in late June 2023, King and Williams were returning from a week-long sales trip in Birmingham.

All of this activity occurred well before August 1, 2023, and much of it occurred before the alleged improper comments by Mangina. The circuit court nonetheless inferred from the registration form that Alpha had no business to interfere with before August 1. On a Rule 12(c) motion, the inferences run the other way. Universal Underwriters, 776 So. 2d at

82; Nance, 622 So. 2d at 299. Even assuming that some of that activity required registration, the statute's only consequence was that Alpha could not maintain an action until it registered, § 10A-1-7.21(a); the activity itself remained valid, § 10A-1-7.21(b).[4]

Third, Alpha's argument about the location of its business is also correct because the relationships identified in the complaint are not confined to just Alabama. Alpha alleges that it was pursuing business with Mississippi Power, a subsidiary of Southern Company, and the City of Pascagoula and that other third parties declined to do business with it as a result of the defendants' alleged conduct. Thus, the timing of Alpha's proposed commencement of operations in Alabama does not, by itself, establish that those alleged relationships did not exist or were incapable of legal protection.

2. Mangina's Arguments Regarding Insufficiency of Pleading Fail

Mangina further argues that, registration aside, the complaint fails

[4]Alpha also argues that its preregistration activities were interstate commerce, to which the registration requirement does not apply -- that is, that such activities (even if some were with an Alabama business) logically would not fall within the date certified on the registration form. We need not decide this question.

to state the elements of intentional interference. Our analysis of such an argument is governed by the same pleading standard discussed above -- the complaint's allegations must be accepted as true and all reasonable inferences drawn in Alpha's favor.

Under Alabama law, a plaintiff alleging intentional interference with business relations must eventually establish: "(1) the existence of a protect[a]ble business relationship; (2) of which the defendant knew; (3) to which the defendant was a stranger; (4) with which the defendant intentionally interfered; and (5) damage." White Sands Grp., L.L.C. v. PRS II, LLC, 32 So. 3d 5, 14 (Ala. 2009).

Mangina principally challenges the knowledge and stranger elements. See Tom's Foods, Inc. v. Carn, 896 So. 2d 443, 455-56 (Ala. 2004). As to knowledge, the complaint alleges that Mangina became aware through Southern Company's system that Alpha and King were seeking pole-attachment agreements. It alleges that he knew Alpha and King were engaged in business dealings with Williams and that Williams was Szkolnik's son. And it alleges that Mangina communicated false information concerning King and Alpha to Szkolnik. Count I likewise repeats the allegation regarding Mangina's knowledge of Alpha and

King's business relationships with Southern Company (Mississippi Power) and Williams. Taken as true and viewed in Alpha's favor, these allegations are sufficient at the pleading stage, and Rule 8(a) requires no more detail. See, e.g., Johnson v. City of Mobile, 475 So.2d 517, 519 (Ala. 1985).

Nor does Mangina's employment with Southern Company defeat the claim on the pleadings. His employment may (or may not) ultimately bear on whether he was a stranger to a relationship involving Southern Company's subsidiary Mississippi Power. There is simply not enough information at this point to reach such a conclusion. Further, Alpha's claim is not limited to that relationship because it attributes lost business with Williams, the City of Pascagoula, and Crown Castle to Szkolnik's and Mangina's alleged interference. Mangina's employment supplies no obvious immunity as to those separate relationships.

Mangina may also ultimately prove that no protectable relationships existed, that he lacked the relevant knowledge, or that he was not a stranger to every alleged relationship -- but those are questions for discovery. They do not establish, from the pleadings themselves, that Alpha can prove no set of facts entitling it to relief.

Read in Alpha's favor, the complaint adequately alleges an intentional-interference claim. We therefore reverse the circuit court's judgment on the pleadings as to Alpha's intentional-interference claim against Mangina.

B. King's Intentional-Interference Claim Against Mangina

In the factual portion of the complaint, King alleges the following facts that appear to be relevant to his intentional-interference claim against Mangina:

> "14. On or about June 30, 2023, Chad Williams and King were headed back from a weeklong sales trip in Birmingham, AL, and Chad called Szkolnik about co-signing for a loan as he wanted to buy a rental property from King which was located in Sylacauga, AL. Szkolnik stated to Chad that she hoped he was not buying the property from King as she heard from a great friend and a source at Southern Company that King is a horrible person and he will lie, cheat, and steal from just about anyone and that he is an elderly woman abuser.
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> "....
>
> "16. Upon information and belief, Stephen Mangina ... is employed with Southern Company and apparently was made aware through the Southern Company system that Plaintiffs were looking for a pole attachment agreement.
>
> 17. Mangina was also made aware that Plaintiffs had been engaging in business dealings with Chad (because of the communications Chad previously made with Desmond [Ladner]) and Mangina also knows Chad to be Szkolnik's son.

> "....
>
> "19. The allegations made by Szkolnik and [Mangina] were not based in truth and blatantly false as King has never been convicted of a felony and never been convicted of elder abuse. King further refutes that he is a liar, cheater, or steals.
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> "....
>
> "22. Also, various third parties have declined to do business with or otherwise execute contracts with Alpha and King because of the wrongful acts committed by Defendants. Such contracts include agreements that would have been made with Pascagoula City and Crown Castle on multiple cellular towers as well as transaction with Chad."

Count I of the complaint makes the following more specific claims in support of King's intentional-interference claim:

> "29. Plaintiffs did have a business relationship with Chad Williams and ... Plaintiffs were seeking to contract with Southern Company (Mississippi Power) and City of Pascagoula.
>
> "30. Defendants were aware of Plaintiffs' relationships and the contracts that Plaintiffs were seeking with respect to Southern Company (Mississippi Power) and Chad Williams.
>
> "31. At all relevant times material to any business relationship or contract Plaintiffs had or were to have, Defendants were strangers to those transactions or business relationships.
>
> "32. Defendants intentionally interfered with Plaintiffs' relationship and contract negotiations by disseminating false information to said persons or parties. Defendants also sought to discourage those persons or parties from doing business

> with Plaintiffs or otherwise to avoid executing any contracts with Plaintiffs.
>
> "33. Defendants were not justified in engaging in such interference with Plaintiffs' business relationship or contract-negotiations.
>
> "34. Because of Defendants' conduct, Plaintiffs were caused to lose or otherwise materially benefit from said contracts and therefore Plaintiffs have suffered damages."

The circuit court entered a judgment on the pleadings on King's intentional-interference claim against Mangina on timing-based reasoning similar to the timing-based reasoning it applied to Alpha's intentional-interference claim. It reasoned that because the allegedly defamatory comments by Mangina to Szkolnik, which the court found took place in May 2023, were made "long before the June 30 conversation between Chad Williams and his mother," those alleged defamatory remarks "could not have been made with the intent to interfere with contractual relationship between Plaintiff GERALD KING and Chad Williams for the purchase of property belonging to Plaintiff GERALD KING." (Capitalization in original.)

The circuit court's reasoning is flawed in two respects: (1) it draws an inference about Mangina's intent against the nonmovant, King, and (2) it treats the one property transaction as the entire universe of

relationships impacted by Mangina's relevant conduct.

The circuit court could not resolve the issue of Mangina's intent against King at the pleading stage merely from the timing of the alleged statements. The complaint alleged that Mangina was "made aware that Plaintiffs had been engaging in business dealings with Chad" and that Mangina knew Chad was Szkolnik's son. Read in King's favor, those allegations support an inference that Mangina knew of and intended to disrupt King's dealings with Williams no matter when the comments were made. The circuit court drew the opposite inference, and Rule 12(c) does not permit that at the pleading stage. See Universal Underwriters, 776 So. 2d at 82.

Additionally, King's intentional-interference claim was not limited to the proposed real-estate transaction with Williams. The complaint alleges more broadly that "various third parties" declined to do business with King and Alpha because of Mangina's conduct. By focusing exclusively on the timing of the Williams transaction, the circuit court did not account for the full scope of the business relationships King alleged were affected by Mangina's conduct.

Accordingly, we reverse the circuit court's judgment on the

pleadings as to King's intentional-interference claim against Mangina.

III. Count II -- Invasion of Privacy: False-Light Claims

In the factual portion of their complaint, Alpha and King allege the following facts that appear to be relevant to their false-light claims against Mangina:

> "15. Chad then asked Szkolnik who told her the information about King, and she stated a person named Stephen Mangina told her that King is a horrible person, that he lies, that he is a cheat, that he will steal from just about anyone, and that he is an elderly woman abuser.
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> "....
>
> "23. Such communications made by Defendants concerning King and Alpha, were placed before the public in an untruthful and false light. Such communications made by Defendants to third parties were recklessly, intentionally, wrongfully, and negligently made concerning King and Alpha, with the manifest intent to humiliate, embarrass, undermine, and assault King's character as well as his reputation.
>
> "24. The information disseminated by Defendants as it related to King and Alpha, was false and devoid of truth.
>
> "25. Such information as disseminated by the Defendants was highly offensive and Defendants had knowledge of the falsity of the information disseminated and thus a false light in which King and Alpha was placed by the Defendants."

(Emphasis added.) Count II of the complaint makes the following more specific claims in support of Alpha and King's false-light claims:

> "36. Defendants did give publicity to matters concerning King in a false light.
>
> "37. The false light in which King has been placed is highly offensive to a reasonable person.
>
> "38. Defendants had knowledge of and/or acted in reckless disregard as to the falsity of the publicized matter and the false light in which King would be placed.
>
> "39. As a direct consequence of Defendants' actions, King has been humiliated, embarrassed, and his character impugned.
>
> "40. Plaintiffs have been caused to suffer damages due to the unlawful conduct of the defendants.
>
> "41. Plaintiffs demand to be awarded compensatory, incidental, consequential, and punitive damages as well as attorney fees and costs."

(Emphasis added.)

The circuit court entered a judgment on the pleadings on both King's and Alpha's false-light claims on the same ground -- that there were no allegations that Mangina had "widely publicized" the allegedly defamatory statements.

False light is one of four invasion-of-privacy torts. See Schifano v. Greene Cnty. Greyhound Park, Inc., 624 So. 2d 178, 180 (Ala. 1993). Alabama has adopted § 652E of the Restatement (Second) of Torts to define the tort. See id.; see also Butler v. Town of Argo, 871 So. 2d 1 (Ala.

2003). As this Court has repeatedly explained, the tort imposes liability on

> "'[o]ne who gives publicity to a matter concerning another that places the other before the public in a false light … if:
>
> > "'(a) the false light in which the other was placed would be highly offensive to a reasonable person, and
> >
> > "'(b) the actor had knowledge of or acted in reckless disregard as to the falsity of the publicized matter and the false light in which the other would be placed.'"

Schifano, 624 So. 2d at 180 (quoting Restatement (Second) of Torts § 652E (A.L.I. 1977)). "Publicity," in the context of this tort, means communication "to the public at large" -- a requirement distinct from, and more demanding than, defamation's rule that publication to a single third person will suffice. Restatement (Second) of Torts § 652D cmt. a (publicity requirement incorporated into false-light claims by § 652E) (emphasis added); see Regions Bank v. Plott, 897 So. 2d 239, 245 (Ala. 2004).

As we recently emphasized in Flickinger v. King, 385 So. 3d 504 (Ala. 2023), the element of "publicity" is a very high bar. There, we stated that a party "gives publicity" to a matter when the matter is

communicated "'"to so many persons that the matter must be regarded as substantially certain to become one of public knowledge."'" Id. at 517 (quoting Butler, 871 So. 2d at 13, quoting in turn Restatement (Second) of Torts § 652D cmt. a).

While "publicity" is a required element for determining liability for a false-light claim and, as noted above, is a high bar, it carries no heightened pleading requirement. See Rule 9(b), Ala. R. Civ. P. (listing heightened pleading standards for certain claims like fraud). Instead, the ordinary notice-pleading standard discussed above governs. The circuit court's order did not explicitly hold that publicity requires particularized pleading as a matter of law. However, it appears that the circuit court concluded that the complaint's allegations were factually too thin to satisfy the publicity element.

The allegations are sparse in the complaint and, arguably, ambiguous (compare paragraphs 23 and 40, quoted above, to paragraph 36, quoted above, regarding whether the claims are brought on behalf of only King or on behalf of King and Alpha). However, under Alabama's notice-pleading rules, they are enough to get past Rule 12(c). The complaint, read as a whole and with inferences drawn in King and

Alpha's favor, contains broader, albeit largely conclusory, allegations. It alleges that the defendants' communications concerning King and Alpha "were placed before the public in an untruthful and false light"; that those communications were made "to third parties"; and that "various third parties" -- including the City of Pascagoula, Crown Castle, and Williams -- declined to do business with them because of that conduct. (Emphasis added.) Count II likewise alleges that the defendants "did give publicity to matters concerning King in a false light."

Those allegations are limited, and, for the most part, they simply restate the publicity element in the language of the tort itself. However, under our current standard, "the pleading of legal conclusions is not prohibited, as long as the requisite fair notice is provided thereby to the opponent," and we must therefore accept the allegations as true. Mitchell v. Mitchell, 506 So. 2d 1009, 1010 (Ala. Civ. App. 1987). The circuit court treated the private Szkolnik conversation as the whole of Mangina's relevant conduct and found the general allegations insufficient. That incorrectly resolved a disputed inference about the scope of Mangina's conduct against King and Alpha, the nonmovants.

The distinction between Flickinger and this case is a result of how

the claims were pleaded. In Flickinger, the plaintiff's second amended complaint identified the alleged dissemination with considerable specificity, naming the "private" Facebook group in which the statements were shared and alleging a size of 1,500 people. See 385 So. 3d at 517-18. That level of specificity on the face of the complaint allowed this Court to precisely measure the pleaded audience against the publicity standard and hold that the pleaded audience fell short of the element's high bar. See id. The specific nature of plaintiff's own allegations defined and limited the publicity he alleged.

Alpha and King's complaint is less specific than the complaint in Flickinger. A direct comparison of the cases highlights how, under our notice-pleading standard, a plaintiff who pleads less may seemingly fare better at this stage than one who pleads more. Specific factual allegations can define the limits of a claim too narrowly, while general allegations that provide fair notice are not tested for plausibility on a Rule 12(c) motion.[5] We recognize this anomaly but note that it is a foreseeable

[5]Although we conclude that the complaint's general allegations of publicity suffice at the Rule 12(c) stage, we note that the facts actually pleaded up to this point likely would not satisfy the high bar that the "publicity" element sets. The complaint describes only a private statement by Mangina to Szkolnik, later repeated to Szkolnik's son,

consequence of the liberal pleading standard embodied in Rule 8(a) and our caselaw -- which no party has asked us to revisit.

At the pleading stage, we may not substitute Mangina's narrower characterization of his conduct for Alpha and King's general allegations, however doubtful it may be that they can ultimately be proven. We hold only that, because their complaint contains express allegations that the matter was placed before the public and more broadly disseminated, Alabama's liberal pleading standard does not permit a judgment on the pleadings based on this element.

The same allegations, for the same limited reasons, support Alpha's false-light claim. Although Count II's numbered paragraphs speak only of the false light in which "King" was placed, Count II adopts and realleges all preceding paragraphs, including those alleging that the

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together with an allegation that a handful of identified third parties declined to do business with Alpha and King. That is far removed from dissemination to the public at large. If the dissemination alleged in Flickinger fell short, it is difficult to see how the few communications specifically alleged here could clear that bar, but Alpha and King are entitled under our pleading standard to attempt to prove such wide dissemination. See Restatement (Second) of Torts § 652D cmt. a. We note that, while our pleading standard is liberal, Ala. R. Civ. P. 11 (b) provides that the signature of counsel on the complaint is a "[c]ertification[] that "to the best of the signer's knowledge, information, and belief there is good ground to support the [complaint]."

defendants' communications "concerning King and Alpha[] were placed before the public in an untruthful and false light" and that the information was highly offensive and known to be false, creating a "false light in which King and Alpha was placed." Read as a whole, as Rule 8(f) and our caselaw require, the complaint gives Mangina fair notice of a false-light claim on Alpha's behalf, as well as King's. The circuit court dismissed Alpha's false-light claim in Count II on the identical "widely publicized" rationale it applied to King's, and that rationale fails for the same reason.

Accordingly, and solely because of the liberal pleading standard that governs this stage of the litigation, we reverse the circuit court's judgment on the pleadings as to Alpha's and King's false-light claims against Mangina.[6]

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[6]The parties do not raise the question of whether a corporation can bring a false-light claim, and we do not reach a conclusion regarding that question here. However, we note that a substantial body of authority elsewhere has questioned whether false-light claims may be brought by a corporation. Restatement (Second) of Torts § 652I cmt. c explicitly states that a corporation, having no personal right of privacy, has no cause of action for the forms of invasion of privacy identified in §§ 652B through 652E, which includes the tort of false light. For an extensive state survey concluding that most states do not recognize a corporation's right to privacy and, by extension, a corporation's right to bring a false-light claim, see Hearts With Haiti, Inc. v. Kendrick, No. 2:13-cv-00039-

IV. Count III -- Alpha's Defamation Claim

Finally, in the factual portion of the complaint, Alpha alleges the following facts that appear to be relevant to its defamation claim against Mangina:

> "3. King is a corporate officer and shareholder of Alpha.
>
> "....
>
> "7. Alpha is in the business of providing Internet Service through private cellular and fiber.
>
> "8. Alpha uses pole attachment agreements with utilities companies to attach fiber to direct fiber installation areas from one place to the next. The use of pole attachment agreements eliminates extra steps that otherwise would have to be taken to lay and place fiber optics. The pole attachment agreements help by significantly reducing risk in disrupting utilities underground such as sewage and water pipes, gas pipes, etc. Pole attachment agreements are efficient and the best way to facilitate the installation and placement of fiber optics. Pole attachment agreements can be obtained through various utility companies like Southern Company or other power companies etc.
>
> "9. On or about March 1, 2023, Plaintiffs attempted to contact Southern Company employee Christian Crawford ... regarding a pole attachment agreement.

JAW, June 9, 2015 (D. Me. 2015) (not reported in the Federal Supplement). We take no position on this question at this time because the question has not been raised.

"10. On or about May 16, 2023, Plaintiffs again attempted to communicate with Crawford as it related to a pole attachment agreement.

"11. Sometime later in May 2023, Plaintiffs communicated with Chad Williams … to assist them in contacting someone within Southern Company who could facilitate Plaintiffs' effort in obtaining a pole attachment agreement for Plaintiffs' business.

"12. Chad's mother, Kate Szkolnik … happened to work for Southern Company as an engineer and provided Chad with the contact information for an employee Desmond Ladner, of Southern Company who could possibly assist Plaintiffs in obtaining the pole attachment agreement. In the same communication as mentioned hereinabove, Szkolnik told Chad that she heard certain information from another employee at Southern Company in Birmingham, AL about King and advised her that Chad needed to watch out for King because he was an elder abuser, thief, had multiple felonies, and not a good guy.

"….

"15. Chad then asked Szkolnik who told her the information about King, and she stated a person named Stephen Mangina told her that King is a horrible person, that he lies, that he is a cheat, that he will steal from just about anyone, and that he is an elderly woman abuser.

"16. Upon information and belief, Stephen Mangina … is employed with Southern Company and apparently was made aware through the Southern Company system that Plaintiffs were looking for a pole attachment agreement.

"17. Mangina was also made aware that Plaintiffs had been engaging in business dealings with Chad (because of the

communications Chad previously made with Desmond) and Mangina also knows Chad to be Szkolnik's son.

"18. Upon information and belief, [Mangina] communicated via Southern Company phone lines, defamatory or otherwise false information concerning King and Alpha to Szkolnik, while working at Southern Company, on Southern Company time, and using Southern Company resources.

"....

"20. As a direct consequence of the actions taken by Szkolnik and Mangina, Plaintiffs' negotiations and ability to secure a pole attachment agreement dissipated. But for the conduct of the Defendants, Alpha would have secured the pole attachment agreement.

"21. Alpha had acquired approximately $2,000,000 in fiber inventory and $500,000 in cellular equipment but it cannot use the inventory or equipment without the pole attachment agreement.

"22. Also, various third parties have declined to do business with or otherwise execute contracts with Alpha and King because of the wrongful acts committed by Defendants. Such contracts include agreements that would have been made with Pascagoula City and Crown Castle on multiple cellular towers as well as [a] transaction with Chad.

"23. Such communications made by Defendants concerning King and Alpha, were placed before the public in an untruthful and false light. Such communications made by Defendants to third parties were recklessly, intentionally, wrongfully, and negligently made concerning King and Alpha, with the manifest intent to humiliate, embarrass, undermine, and assault King's character as well as his reputation.

"24. The information disseminated by Defendants as it related to King and Alpha, was false and devoid of truth."

Count III of the complaint makes the following more specific claims in support of Alpha's defamation claim:

> "43. Defendants defamed King and Alpha by making false statements as described hereinabove, with full knowledge the statements were false.
>
> "44. Defendants defamed Plaintiffs by making allegations as stated hereinabove in the complaint filed in this cause when they knew that the allegations were untrue.
>
> "45. As a result of Defendants' defamatory statements, Plaintiffs have sustained damages.
>
> "46. Plaintiffs demand damages as a result of injuries in an amount to be determined by the trier of fact, costs, expenses, and such other damages as the Court may determine to be just, equitable and fair."

The circuit court entered a judgment on the pleadings in favor of Mangina as to Alpha's defamation claim, reasoning that "there are no allegations that Defendant STEPHEN MANGINA published any defamatory statements regarding Plaintiff ALPHA CONNECT CORPORATION." (Capitalization in original; emphasis added.)

Mangina defends the circuit court's ruling on essentially the same ground -- that the alleged defamatory statements concerned King rather than Alpha and therefore "it would be impossible for Mangina to harm Alpha" with such statements. Mangina's brief at 21. Alpha argues that

the circuit court and Mangina take too narrow of a view of when defamatory statements about a corporation's officer may also support a claim by the corporation itself. Alpha argues that the statements concerning King must be considered in light of King's relationship to Alpha and the business context in which those statements were allegedly made. Again, because of Alabama's liberal pleading standard, we agree that the circuit court's analysis was too narrow.

A plaintiff alleging defamation must show: (1) a false and defamatory statement concerning the plaintiff; (2) an unprivileged communication of it to a third party; (3) fault amounting at least to negligence; and (4) either actionability without special harm or special harm caused by the publication. See, e.g., McCaig v. Talladega Publ'g Co., 544 So. 2d 875, 877 (Ala. 1989). "'The tort action of defamation is personal to the party defamed. … The general rule precludes a person from recovering for a defamatory statement made about another, even if the statement indirectly inflicts some injury upon the party seeking recovery.'" Larrimore v. Dubose, 827 So. 2d 60, 62 (Ala. 2001) (quoting McBeth v. United Press Int'l, Inc., 505 F.2d 959, 960 (5th Cir.1974)).

A corporation is a legal person separate from its officers and

shareholders, so the same relational rule regarding injury applies -- a statement made directly about a corporation's officer or shareholder will not usually be grounds on which a corporation can bring its own defamation claim.

However, there is an exception to this rule recognized in the Restatement (Second) of Torts § 561(a). That section recognizes that a for-profit corporation may recover when a false statement "tends to prejudice it in the conduct of its business or to deter others from dealing with it." However, this exception is limited when the alleged defamation concerns statements about an officer. The Restatement provides the following limit: "A corporation is not defamed by communications defamatory of its officers, agents or stockholders unless they also reflect discredit upon the method by which the corporation conducts its business." Restatement (Second) of Torts § 561(a) cmt. b (emphasis added); Albert Miller & Co. v. Corte, 107 F.2d 432, 435 (5th Cir. 1939).[7]

[7]We note that Albert Miller, supra, reached the same conclusion under Alabama law, but it applied § 561 of the original Restatement of Torts (A.L.I. 1934), not the Restatement (Second) of Torts, and involved a publication directly about the corporation. The Restatement (Second) of Torts retains the same principle. We cite Albert Miller only for the proposition that Alabama law permits a corporation to assert a defamation claim.

Thus, the fact that a defamatory statement expressly refers to an officer or shareholder rather than naming the corporation does not, by itself, answer whether the statement was made "regarding" the corporation. Restatement (Second) of Torts § 561 cmt. b.[8]

Alpha alleged the elements of a corporate defamation claim, in accordance with the above rules, to sufficiently put Mangina on notice. For instance, the complaint alleged the following series of events: (1) Alpha's business depends on pole-attachment agreements with utility companies such as Southern Company, and King, its officer and

[8]Regarding what kind of statements can fall into this discreditation category, Alpha requests that we consider how the federal court applied Alabama law in Cajun Steamer Ventures, LLC v. Thompson, 402 F. Supp. 3d 1328 (N.D. Ala. 2019). There, a for-profit corporation, CS Ventures, brought a defamation claim based on allegedly defamatory statements asserting that one of their stockholders "did not understand the business" and "was not qualified to run the business" and that "questioned his commitment" to CS Ventures. Id. at 1334. The court concluded that those statements, though aimed at the stockholder, could "plausibly pertain" to the company because, in criticizing how the stockholder managed the company, the remarks "discredit[ed] the method by which CS Ventures conducts its business." Id. at 1348. The court in Cajun Steamer ultimately dismissed the defamation count, without prejudice, because the company alleged only that it "was harmed" and did not specifically state special damages. Id. That ruling turned on a pleading defect not raised here. We explore the case here only as an example of the kind of allegations against an officer that may be sufficient for a corporation to bring a defamation claim.

shareholder, was pursuing such agreements on behalf of Alpha; (2) Mangina, a Southern Company employee, knew of that effort; (3) Mangina told Szkolnik that King lies, is a cheat, and will steal from just about anyone; and (4) Alpha's negotiations then "dissipated," leaving roughly $2.5 million in unusable equipment, and other parties declined to do business with it. The complaint also expressly alleges that the statements concerned "King and Alpha," and that the defendants "defamed King and Alpha."

Taken together, those allegations, at the pleading stage, permit the inference that Mangina's statements about King also reflected upon Alpha and the manner in which it conducted its business. The circuit court therefore could not treat the fact that the statements were directed most explicitly at King as resolving whether they were also "regarding" Alpha. At the pleading stage, Alpha was entitled to have the allegations and the reasonable inferences arising from them construed in its favor. See Universal Underwriters, 776 So. 2d at 82.

Mangina's arguments to the contrary depend largely on disputing those allegations and the inferences arising from them. But those are arguments about proof, not pleading. Rule 12(c) does not permit a court

to credit Mangina's account over the allegations in the complaint. Accordingly, the circuit court erred in entering a judgment on the pleadings on Alpha's defamation claim.[9]

Conclusion

For the foregoing reasons, we reverse the circuit court's judgment on the pleadings as to the above claims against Mangina, and we remand the case for further proceedings consistent with this opinion.

REVERSED AND REMANDED.

Stewart, C.J., and Shaw, Wise, Mendheim, McCool, and Parker, JJ., concur.

Bryan and Sellers, JJ., concur in the result.

[9]We do not decide whether Alpha pleaded special harm with the specificity Rule 9(g), Ala. R. Civ. P., requires, because neither the circuit court nor Mangina raised such a point.