Rel: October 23, 2026

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SUPREME COURT OF ALABAMA

OCTOBER TERM, 2026-2027

SC-2026-0053

Ex parte Gulf Shores Power Sports, Inc., and Maritime Program Group, Inc.

PETITION FOR WRIT OF MANDAMUS

(In re: Gulf Shores Power Sports, Inc.

v.

McCarron Insurance Group, Inc., et al.)

(Baldwin Circuit Court: CV-25-900462)

SHAW, Justice.

Gulf Shores Power Sports, Inc. ("GSPS"), the plaintiff below, and Maritime Program Group, Inc. ("MPG"), a crossclaim defendant below, petition this Court for a writ of mandamus directing the Baldwin Circuit Court to vacate its order allowing McCarron Insurance Group, Inc. ("McCarron"), to interplead funds and dismissing McCarron from the action. We grant the petition and issue the writ.

Facts and Procedural History

GSPS is a marine-equipment dealership. GSPS was insured by insurance policies obtained through its insurance agent, McCarron. McCarron obtained the policies from MPG, a wholesale insurance broker. In April 2023, GSPS renewed its insurance policies through McCarron, which obtained a premium quote from MPG totaling $279,968.

GSPS alleged that it paid McCarron a total of $196,462.60 through October 2023, but then it canceled the insurance policies effective November 1, 2023. MPG issued a refund of the unearned premiums it had received, totaling $15,114.17, and tendered that amount to McCarron to issue to GSPS. However, GSPS alleged that it paid $75,368 more to McCarron in premium payments that were not refunded, that

McCarron did not properly apply those payments to the MPG premiums, and that it owes GSPS that amount, plus interest.

GSPS filed a complaint against McCarron, alleging negligence, wantonness, recklessness, and/or fraud by McCarron in wrongfully retaining the additional premium payments and failing to repay them. The principal allegation of the complaint was as follows: "This dispute arises because GSPS never received a return payment for unearned premiums and commissions paid over to McCarron because … McCarron failed to properly pay and apply those amounts to GSPS's Inland Marine Insurance package …." GSPS further alleged that McCarron had breached duties to "properly and timely pay the proper premium amounts to [MPG] but did not pay those required amounts." GSPS maintained that, after demands, McCarron claimed that it had requested the return of premiums from MPG and that the requested funds had not been sent from MPG to McCarron. But GSPS alleged that McCarron had simply not made the payments of the additional premiums to MPG.

McCarron then filed a motion to interplead funds, asking the circuit court to permit it to interplead the $15,114.17 repaid by MPG in exchange for dismissing McCarron from the action. McCarron asserted

that any further repayment of premiums to GSPS is owed by MPG. McCarron did not directly address the additional premiums GSPS alleged that it owed and instead indicated that MPG calculated the refund amount, after cancellation of the policies, to be $15,114.17.

GSPS responded that it had paid $75,368 directly to McCarron and that that amount was never paid to MPG for insurance premiums. GSPS stated: "McCarron Insurance Group cannot simply offer to interplead a lesser amount ... and be entitled to dismissal as a matter of law." McCarron then filed a motion seeking to add MPG as a party, and to assert a crossclaim against it, which the circuit court granted.

The circuit court granted McCarron's motion to interplead and awarded $2,500 in attorney's fees to McCarron against the $15,114.17 repaid by MPG. It also dismissed McCarron from the action. GSPS filed a motion to reconsider, which the circuit court denied. GSPS and MPG then timely petitioned this Court for a writ of mandamus. We ordered an answer and briefs.

Standard of Review

A writ of mandamus is an "'extraordinary and drastic writ'" and "'a party seeking such a writ must meet certain criteria.'" Ex parte Barrows,

892 So. 2d 914, 916 (Ala. 2004) (quoting Ex parte Flint Constr. Co., 775 So. 2d 805, 808 (Ala. 2000)). This Court will issue a writ when "'(1) the petitioner has a clear legal right to the relief sought; (2) the respondent has an imperative duty to perform and has refused to do so; (3) the petitioner has no other adequate remedy; and (4) this Court's jurisdiction is properly invoked.'" Id. Mandamus review is an appropriate means to challenge a trial court's interlocutory order allowing for the interpleader of funds. See Ex parte Chatham, 109 So. 3d 662 (Ala. Civ. App. 2012).

Discussion

GSPS alleged in its complaint that McCarron owed it a refund of at least $75,368, plus interest, because, GSPS alleged, McCarron had negligently, wantonly, recklessly, and/or fraudulently wronged GSPS in the handling of the insurance premiums it had paid, and it argued that McCarron cannot offer to interplead a lesser amount -- $15,114.17 -- and be entitled to dismissal. GSPS contended that McCarron was independently liable and "directly owe[d]" it for the greater amount. It specifically argued in its objection to McCarron's motion to interplead funds that this is not "an interpleader action because other liability is alleged other than just the [$15,114.17] that … McCarron [is] holding."

As GSPS notes, McCarron did not acknowledge in its filings the additional premiums allegedly paid to it and did not file an answer to the complaint.

In their petition for a writ of mandamus, GSPS and MPG argue that Rule 22(a), Ala. R. Civ. P., does not permit an interpleader when there is not a fund exposed to double or multiple liability. One purpose of interpleader is to avoid multiple and vexatious litigation with possible double liability. Dick v. First Nat'l Bank of Birmingham, 334 So. 2d 922, 926 (Ala. Civ. App. 1976). More specifically, interpleader is meant to protect a party "'against double vexation in respect of one liability.'" Sovereign Camp, W.O.W. v. Partridge, 221 Ala. 75, 76, 127 So. 505, 505 (1930) (citation omitted).

In support of their argument, GSPS and MPG cite Ex parte Chatham, supra. In that case, the Court of Civil Appeals issued a writ of mandamus directing the trial court to vacate an order requiring the husband in a divorce action to interplead funds received as an inheritance. The husband's petition for a writ of mandamus argued that the trial court's order to interplead funds was in derogation of the

procedures prescribed by Rule 22(a), Ala. R. Civ. P, which, at the time, provided:

> "Persons having claims against the plaintiff may be joined as defendants and required to interplead when their claims are such that the plaintiff is or may be exposed to double or multiple liability. It is not ground for objection to the joinder that the claims of the several claimants or the titles on which their claims depend do not have a common origin or are not identical but are adverse to and independent of one another or that the plaintiff avers that the plaintiff is not liable in whole or in part to any or all of the claimants. A defendant exposed to similar liability may obtain such interpleader by way of cross-claim or counterclaim. The provisions of this rule supplement and do not in any way limit the joinder of parties permitted in Rule 20."[1]

(Emphasis added.) The court noted that interpleader "is designed to aid a plaintiff or a defendant who could potentially 'be exposed to double or multiple liability.'" Chatham, 109 So. 3d at 663 (quoting former Rule 22(a)). Thus, the court held that, in a divorce action, that did not carry any risk of double liability, interpleader was inappropriate.

Here, the amount interpleaded by McCarron was the $15,114.17 that had been repaid by MPG. There seems to be no dispute that GSPS is entitled to those funds. In fact, GSPS indicated that MPG has satisfied

[1]Rule 22, Ala. R. Civ. P., was amended effective October 16, 2026. The provisions of former Rule 22(a) are now encompassed within Rule 22(a) and (b).

its refund requests, that it has no claim against MPG, and that it has no further request for repayment from MPG. The amount interpleaded by McCarron is not at issue in the action and was not subject to any potential double or multiple liability. As in Chatham, "it is clear that there is no risk of multiple or double liability for the parties," that "there is no risk of multiple litigation," and that "there is no third party alleging any claim to the [disputed funds]." Id. at 664.

Moreover, "[i]nterpleader does not lie where, by some wrongful act of the defendant, he has involved the plaintiff and claimant in a controversy from which he seeks to extricate himself; or has, by his own act, incurred an independent liability to plaintiff." Pratt v. First Nat'l Bank of Fayette, 243 Ala. 257, 260, 9 So. 2d 744, 746 (1942). The circuit court's order granting the motion to interplead funds, in effect, dismissed McCarron as a party and disposed of GSPS's claims against it. GSPS's claims, however, allege that McCarron is independently liable for damages in addition to the amount of the interpleaded funds. The ruling on McCarron's interpleader request does not address those claims.

In Alabama Farm Bureau Mutual Casualty Insurance Co. v. Smith, 406 So. 2d 913, 914-16 (Ala. Civ. App. 1981), a homeowner's insurer being

sued for proceeds under an insurance policy was not entitled to be dismissed from the action upon requesting to interplead and pay the insurance proceeds into the trial court. Specifically, a claimant alleged that the insurer had tortiously injured him and sought damages in excess of the insurance proceeds, thus presenting a claim that the insurer was independently liable to him. 406 So. 2d at 914. Here, GSPS made an independent claim against McCarron, alleging negligence, wantonness, recklessness, and/or fraud for wrongfully retaining insurance premiums -- in addition to the amount of premiums refunded and subsequently interpleaded -- that were allegedly never paid to MPG. That independent liability claim was never determined; thus, the circuit court erred in dismissing McCarron from the action and disposing of all the claims against it.

Accordingly, because the "'avowed purpose of interpleader has always been to avoid multiple and vexatious litigation, with possible double liability,'" the requisite circumstances for interpleader are not present in this case, and the circuit court dismissed claims not implicated by the interpleader. Chatham, 109 So. 3d at 664 (citation omitted).

GSPS and MPG have demonstrated a clear legal right to have the circuit court's order vacated. Therefore, we grant the petition and issue the writ.

PETITION GRANTED; WRIT ISSUED.

Wise, Bryan, Mendheim, and McCool, JJ., concur.

Stewart, C.J., and Sellers, J., concur in the result.

Cook, J., concurs in the result, with opinion.

Parker, J., dissents, with opinion.

COOK, Justice (concurring in the result).

I concur in the result. In my view, the main opinion reaches an issue that is not necessary for determining whether GSPS and MPG are entitled to a writ of mandamus directing the circuit court to vacate its order dismissing McCarron from the action.

A claim for interpleader under Rule 22, Ala. R. Civ. P., may (or may not) lead to the dismissal of a party. Here, there is a claim by the plaintiff, GSPS, that McCarron is independently liable for more than the amount interpleaded. As the main opinion explains:

> "'[I]nterpleader does not lie where, by some wrongful act of the defendant, he has involved the plaintiff and claimant in a controversy from which he seeks to extricate himself; or has, by his own act, incurred an independent liability to plaintiff.' Pratt v. First Nat'l Bank of Fayette, 243 Ala. 257, 260, 9 So. 2d 744, 746 (1942). The circuit court's order granting the motion to interplead funds, in effect, dismissed McCarron as a party and disposed of GSPS's claims against it. GSPS's claims, however, allege that McCarron is independently liable for damages in addition to the amount of the interpleaded funds. The ruling on McCarron's interpleader request does not address those claims."

____ So. 3d at ____. See also Alabama Farm Bureau Mut. Cas. Ins. Co. v. Smith, 406 So. 2d 913, 914-16 (Ala. Civ. App. 1981).

There is no doubt that GSPS has alleged that McCarron was liable for the entire amount of the unearned premiums it paid and that this was

far more than the amount offered by McCarron as a refund. Further, in its complaint, GSPS alleged that McCarron had failed to pay all the premiums to the insurance broker, MPG:

> "Defendants McCarron owed GSPS as its insurance agent, strict duties and fiduciary duties to properly and timely pay the proper premium amounts to the administrator for the actual insurance companies, a company named One80, but did not pay those required amounts. It is unclear what … McCarron did with GSPS paid premium funds, or whether McCarron may have some claim(s) against One80."

In its answer to the petition for a writ of mandamus, McCarron appears to argue that the "record" indicates that it did not improperly retain any moneys. See McCarron's answer at 7 ("It is further reflected in the record that McCarron retained only commissions associated with earned premiums prior to cancellation and did not retain refunded premium amounts received from MPG."). But, this is the pleading stage and not the summary-judgment stage. If McCarron can prove with facts that it is not independently liable, it is welcome to file a motion for a summary judgment. What it cannot do, however, is demand to be dismissed at the pleading stage when there is an allegation that it is independently liable for an amount beyond the amount that has been interpleaded.

In sum, the question of whether dismissal is proper is analytically distinct from the question of whether interpleader is proper. In other words, as explained above, interpleader may be proper under Rule 22, but dismissal may not be proper. In my view, the Court need only reach the dismissal question today. It need not reach -- whether explicitly or implicitly -- the questions of whether McCarron was allowed to interplead part of the disputed funds and how specific (or credible) the interpleader pleading must be to allege that there may actually be the potential for multiple liabilities.[2] Reaching these questions is not necessary for us to grant GSPS and MPG's petition and issue the writ. Therefore, I concur in the result.

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[2]I note, too, that I do not believe that two of the cases cited by the main opinion -- Sovereign Camp, W.O.W. v. Partridge, 221 Ala. 75, 76, 127 So. 505, 505 (1930), and Dick v. First Nat'l Bank of Birmingham, 334 So. 2d 922 (Ala. Civ. App. 1976) -- reach these questions under current law. Sovereign Camp is a pre-rules case, and interpleader was subject to strict limitations at the time it was decided because of common-law pleading. Dick discusses changes to liberalize the use of interpleader implemented by the adoption of the Rules of Civil Procedure. See 334 So. 2d at 926 ("Considering the liberality of the new rules of civil procedure, it appears counter productive to their purpose to deny interpleader when there is a fund to which there are or may be adverse claimants, so long as the court has jurisdiction of the parties.").

PARKER, Justice (dissenting).

The circuit court may well have erred in dismissing McCarron from this action. Even so, I would deny the petition because an appeal seemingly would provide another viable way to remedy any such error. Mandamus relief plays an important role in appellate-court supervision of the litigation process, but, under our precedents, it remains an "extraordinary" form of relief, limited (among other ways) to occasions when the petitioner truly lacks "another adequate remedy." Ex parte Runnels, 364 So. 3d 979, 982 (Ala. 2022) (citation modified). On the materials before us, I cannot say that this is one of those occasions.

I.

One problem is that the petition mentions the inadequate-remedy issue only fleetingly. By now, it should be axiomatic that the "party seeking mandamus relief" bears the burden of "adequately address[ing]" this prerequisite. Ex parte Gulf Health Hosps., Inc., 321 So. 3d 629, 632 (Ala. 2020); see Ala. R. App. P. 21(a)(1)(F) (setting forth minimum requirements for a mandamus petition). But as best I can tell, the petition -- like the main opinion itself -- cites only one case, Ex parte Chatham, 109 So. 3d 662 (Ala. Civ. App. 2012), to establish the

inadequacy of any alternate remedy here. As a decision of an intermediate appellate court, Ex parte Chatham is not binding on this Court. See Ala. Code 1975 § 12-3-16; Ex parte State Farm Mut. Auto. Ins. Co., 207 So. 3d 734, 739 (Ala. 2016). More importantly, Ex parte Chatham did not meaningfully address the inadequate-remedy issue. In Ex parte Chatham, the Court of Civil Appeals devoted only a single sentence to the proposition that a mandamus petition is "'the proper vehicle for seeking review of an interlocutory order.'" Id. at 663 (quoting Ex parte T.J., 89 So. 3d 744, 746 (Ala. 2012)). Neither Ex parte T.J. -- the decision the Court of Civil Appeals cited for this proposition in Ex parte Chatham -- nor the cases cited for this proposition in Ex parte T.J. have anything to do with ways to secure review of an erroneous interpleader order.[3]

The reply brief likewise does not establish the inadequacy of other available remedies. The reply brief argues that mandamus relief is available "where an appeal would most likely result in a new trial and

[3]See Ex parte T.J., 89 So. 3d at 746 (reviewing via mandamus a genetic-testing order in child-custody case (citing Ex parte A.M.P., 997 So. 2d 1008, 1014 (Ala. 2008); Ex parte D.J.B., 859 So. 2d 445 (Ala. Civ. App. 2003))); Ex parte A.M.P., 997 So. 2d at 1014 (reviewing via mandamus an order granting an adoption petition); Ex parte D.J.B., 859 So. 2d at 448-49 (reviewing via mandamus an order denying a motion for a paternity determination).

the waste of judicial resources." Reply brief at 6. But this is not the standard reflected in our mandamus precedents, and the only two cases cited in the reply brief for this proposition do not support such a dramatic departure from that standard. See Ex parte TruckMax, Inc., 381 So. 3d 1116, 1119 (Ala. 2023); Ex parte Yarbrough, 788 So. 2d 128 (Ala. 2000).

The first reason to be skeptical of these two cases is that neither one of them concerned interpleader orders; they concerned orders denying someone leave to amend a pleading. But that is not the only reason to be skeptical. In Ex parte Yarbrough, this Court granted mandamus relief but "did not explain why a petition for a writ of mandamus, and not an appeal, was appropriate." Ex parte TruckMax, Inc., 381 So. 3d at 1119. Ex parte TruckMax, for its part, denied mandamus relief on inadequate-remedy grounds. See id. at 1120-21. In dicta, the TruckMax Court did mention the likelihood of a new trial and the waste of judicial resources as considerations. But those considerations were only tangential to whether the disallowed affirmative defense would "completely resolve the action" -- a formulation that, in context, sounds much more like our traditional inadequate-remedy standard. Id. at 1121 (emphasis added). The reply brief, seriously

downplays this aspect of Ex parte TruckMax. It certainly does not attempt to explain how Ex parte TruckMax helps establish the inadequacy of an appeal in this case involving interpleader.

II.

Nor does logic point to the inadequacy of an appeal for remedying any error here. As I understand the inadequate-remedy prong, its function is to limit mandamus relief to situations where the petitioner's asserted legal right confers a protection that, by its very nature, will be effectively lost if it is not immediately enforced. A classic example of such a protection is immunity, which exists to protect someone not just from liability but from the burden of having to stand trial at all. See, e.g., Ex parte Auburn Univ., 6 So. 3d 478, 484 (Ala. 2008). Other classic examples "include making sure that an action is brought in the correct court (e.g., subject-matter jurisdiction and venue)," "reviewing limited discovery rulings (e.g., patently irrelevant discovery)," and otherwise "reviewing erroneous decisions by a trial court where there is a compelling reason not to wait for an appeal (e.g., abatement)." Ex parte U.S. Bank Nat'l. Ass'n, 148 So. 3d 1060, 1065 (Ala. 2014). An order requiring someone to interplead funds does not seem to fit this mold.

If anything, such an order presents the exact opposite scenario. The hallmark of the interpleader procedure seems to be the requesting party's "deposit[ing] or deliver[ing] the claimed money or property with or to the court." Ala. R. Civ. P. 22(c). It is difficult to imagine any reason for this procedure other than to safeguard the disputed funds or property while the litigation process plays out. It is thus also difficult to imagine why anyone would lose anything at all -- let alone some essential pretrial legal right -- if funds are erroneously required to be deposited into court.

In this regard, it is telling that this Court has routinely reviewed the propriety of interpleader orders on appeal from a final judgment.[4] And it is similarly telling that -- apart from Ex parte Chatham (which, as noted, did not address the inadequate-remedy issue) -- the main opinion's interpleader analysis cites only appellate decisions issued on appeal.[5]

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[4]See, e.g. Childersburg Bancorporation, Inc. v. Alabama Dep't of Env't Mgmt., 893 So. 2d 1142 (Ala. 2004); Youngblood v. Bailey, 459 So. 2d 855, 861 (Ala. 1984); Air Movers of Am., Inc. v. State Nat'l. Bank of Ala., 293 Ala. 312, 302 So. 2d 517 (1974).

[5]Alabama Farm Bureau Mut. Cas. Ins. Co. v. Smith, 406 So. 2d 913, 914-16 (Ala. Civ. App. 1981); Dick v. First Nat'l Bank of Birmingham, 334 So. 2d 922, 926 (Ala. Civ. App. 1976); Pratt v. First Nat'l Bank of Fayette, 243 Ala. 257, 260, 9 So. 2d 744, 746 (1942); and Sovereign Camp, W.O.W. v. Partridge, 221 Ala. 75, 76, 127 So. 505, 505 (1930).

Indeed, my research has revealed only one decision of this Court addressing the propriety of interpleader via mandamus, Ex parte Scoggins, 354 So. 3d 429 (Ala. 2021). But Ex parte Scoggins involved the denial of a motion for interpleader, not the grant of such a motion. And in any event, Ex parte Scoggins did not explain why the petitioner had satisfied the inadequate-remedy requirement. See id. at 461. Ex parte Scoggins is thus no more helpful than Ex parte Yarbrough's unexplained (and thus unpersuasive) treatment of this issue. See Ex parte TruckMax, 381 So. 3d at 1119.

Of course, the main sticking point here really seems to be the dismissal of McCarron from the action -- or, in terms of the interpleader rule, the "discharge[]" of McCarron "from liability." Ala. R. Civ. P. 22(c). But it is difficult to see how this aspect of the challenged order differs from any other order erroneously granting a motion to dismiss. And this Court has specifically held that an appeal (direct or interlocutory) provides an adequate means of remedying such orders. See Ex parte Lindsey, 298 So. 3d 1061, 1065 (Ala. 2020).

III.

As noted, I am quite sympathetic to the main opinion's finding of error in the dismissal of McCarron from the litigation. And if the main opinion is right about that, then it is legitimate to worry about the loss of efficiency and judicial economy that would arise should further proceedings be required after an appeal. But efficiency and judicial economy, as important as they are, are not the only values at stake here. So is the structure of our court system, which envisions trial courts as the principal decisionmakers in most pretrial matters.

For the foregoing reasons, I would deny the petition.