Rel: November 13, 2026

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SUPREME COURT OF ALABAMA

OCTOBER TERM, 2026-2027

SC-2025-0453

Pharming Capital, LLC

v.

James R. Turner

Appeal from Coffee Circuit Court
(CV-24-900062)

WISE, Justice.

Pharming Capital, LLC, appeals from a judgment the Coffee Circuit Court entered in favor of James R. Turner. We reverse the trial court's

judgment and remand this case for proceedings consistent with this opinion.

Facts and Procedural History

This case arises from a rent-to-own contract for a portable building. Pharming Capital is a rental company that would often purchase such contracts through a settlement process, and Blue House Rentals ("BHR") would manage those contracts for Pharming Capital.

On November 21, 2023, Leland Hedlund entered into a rent-to-own contract for a "Premier Lofted Barn Cabin" ("the building" or "the cabin"). Premier Portable Buildings ("PPB") in Marianna, Florida was the dealer who leased the building to Hedlund. Hedlund executed a "Work Order/Contract" ("the work order"). On the work order, the "OWN" box was checked with regard to the land where the building would be placed. The customer address section in the work order listed "Customer will call" for Hedlund's street address, but it indicated it was in Bellwood, Florida. With regard to the delivery address, it indicated "Customer will call" in the section for the street address, but indicated that the delivery address was in Bellwood, Alabama. Hedlund also executed a "Rental-Purchase Agreement and Disclosure Statement -- Alabama" ("the

agreement"), which indicated that BHR Management, LLC, was the lessor. The address listed in the agreement also stated "Customer will call" for Hedlund's street address, but the agreement indicated the address was located in Bellwood, Florida. The agreement did not include any information in the section regarding the legal owner or landlord of the property where the building was to be placed. Additionally, the agreement indicated that BHR Management assigned its rights under the agreement to Pharming Capital on that same date. However, evidence was also presented that the building was a used cabin that Pharming Capital owned, that there was no process or settlement in this case, and that this "was just a commission sale and deliver price." In December 2023, PPB delivered the building to land located in Bellwood, Alabama, in Geneva County ("the Geneva County property"). At the time the building was delivered, geocoordinates for the building were recorded on a delivery sheet.

Evidence was presented that Turner had purchased the Geneva County property in 1991, that Turner had lived on the Geneva County property from 1991 to 1996, and that he did not live on the Geneva County property after 1996. After he moved from the Geneva County

property, Turner would visit the land and would sometimes spend weekends there. In 2021, James Gough contacted Turner about purchasing the Geneva County property. Turner and Gough agreed that Gough would purchase the Geneva County property for $30,000. Gough wanted to save up the money to pay for the property, and Turner agreed. Turner also agreed that Gough could use the property and that he did not go down and visit the property after that time. However, he testified that Gough had told him that he had placed a gate on the property. He also agreed that, around the time the cabin was delivered, Gough had told him the cabin was on the property and that it might have been after the cabin had been delivered when Gough told him that.

A call log for BHR was entered into evidence. The call log indicated that, on January 4, 2024, BHR received a telephone call. Notes from the call included a telephone number and stated, "property owner called and wanted to know if cust [sic] is paying bc [sic] the building is on his property. Told him I'd pass his info along to [Jack Horton]." Jack Horton, the repossession manager for BHR, testified that he tried to call the telephone number provided, but no one answered. Horton entered a note stating, in pertinent part "**WE NEED PROOF OF OWNERSHIP IF**

PERSON CALLS BACK CLAIMING TO BE PROPERTY OWNER."

(Bold typeface and capitalization in original.)

Turner testified that, in 2024, Gough told him that he was ready to purchase the property; that, on May 7, 2024, he went with Gough and Gough's wife to the office of Bruce McLean, an attorney, to close the transaction; that he executed a deed for the Geneva County property ("the May 2024 deed"); that Gough paid him the $30,000; and that he delivered the May 2024 deed to Gough. Turner further testified that, at the time, he owed money on the Geneva County property to Troy Bank and Trust Company; that, after the closing, he and Gough went to Troy Bank and Trust; and that he paid off the loan at that time. The May 2024 deed listed James Gough and his wife, Jennifer Gough, as the grantors. The May 2024 deed was never recorded in the probate court.

On May 15, 2024, a contractor for BHR attempted to repossess the building. Geocoordinates were used to locate the building. However, the driver was not able to repossess the building because there was a gate with a lock across the road. The driver was able to verify the serial number on the building.

Horton's notes from the call log indicated that the repossession driver telephoned him on May 15, 2024, and informed him that the building was "way off the road" and that there were locked gates. Horton's note further indicated: "Provided possible property owner's number from prior call. … He is going to see if he can get the recovery set up." Horton testified that, on May 16, 2024, he called the telephone number from the January 2024 telephone call. Horton's notes from that telephone call stated:

> "Called property owner at …. Mr. explained calling us 2 or 3 times about the building being picked up. He added that we can either pay him to get it or make him a 'hell of a deal' on it. Explained we could rewrite the contract but he would be responsible for paying what is owed on the contract. I added that the account would first have to be paid current in order to do a rewrite and that would be over $1,400. I also informed Mr. that we do not pay to get our property back. Explained the process is he can allow driver to get the building or it will be turned over to the Legal dept and involve him and the customer. Mr. again mentioned trying to get the building off his property. Informed him he should have been told to provide proof of ownership and then we could have tasked it for recovery. Mr. insisted that we owe him money. Told him I can see where he called us once (1/4/24) but he may have called the dealer and Mr. hung up. I never got his name. The number returns for James Christopher Gough. Notified Legal Dept."

Horton testified that he changed the rating of the account to "prelegal" which shifted the responsibility of the case to BHR's legal department.

Jennifer Woods, the collection manager for BHR, testified that she was in charge of the prelegal department and that, once an account was changed to prelegal, she would manage the status of that account going forward. Woods testified that she was not an attorney or a paralegal. The call log included an entry from May 17, 2024, which stated: "**property located at coordinates .... is owned by James R. Turner.**" (Bold typeface in original.) It also included a mailing address in Enterprise. Woods testified that she made the determination that Turner was the owner of the Geneva County property and that that entry was made by her assistant. With regard to the process she used to determine that Turner was the owner of the Geneva County property, Woods testified:

> "So we use a multitude of different formulas. The first thing we will do is we will bring up the delivery slip for the happy sheet, where we have the G.O. coordinates. And then we look at the delivery pictures.
>
> "And then at that point we bring up Google Earth and Bing Maps. And we compare the coordinates into Google Maps and Bing Maps to get the direct location.
>
> "And then once we determined that, we move over to something called BaseMaps. It's a hunting map. And it's for locating property owners, and we use it.

> "We take that and formulate it into that address. And at that point, we still want to make sure that our delivery attempt and Google's and Bing's images are all still showing the same off BaseMaps. Because when you look at BaseMaps, you get a global image. On BaseMaps it will calculate who the property owner is. At that point, we take that property owner. We write it down.
>
> "We go in to -- the next thing that we do, we run a TransUnion property search. So once we run the TransUnion property search, it matched. So then at that point, we use the Alabama GIS System. And through the process BaseMaps, TransUnion, and the Alabama GIS, it lists James Turner at … Enterprise, Alabama …, as the property owner."

Woods agreed that the GIS System was "what the revenue commission downstairs, the tax collector, uses to list who owns the property." Subsequently, the following occurred:

> "[Turner's Counsel:] Would -- do you know what a title examination is?
>
> "[Woods:] I do not.
>
> "[Turner's Counsel:] Do you know what an owner's title insurance policy is?
>
> "[Woods:] I do not.
>
> "[Turner's Counsel:] Do you know what a title opinion is?
>
> "[Woods:] No.

> "[Turner's Counsel:] Where you hire an attorney to do an examination of the records and to provide you with that information?
>
> "[Woods:] Okay.
>
> "[Turner's Counsel:] And you didn't do that in this case?
>
> "[Woods:] I did not."

Woods testified that she gave Pharming Capital's attorneys the information and documents they would need to file the complaint. She further testified that its attorneys did not send the complaint to her for approval before the complaint was filed and that its attorneys routinely filed complaints based on information she provided to them.

On May 17, 2024, Pharming Capital sued Turner in the trial court. The summons and complaint both included only Turner's home address in Enterprise in Coffee County. The complaint alleged that Hedlund had executed the agreement for the building, that Hedlund had defaulted on the payments under the agreement, that, pursuant to the agreement, Pharming Capital was entitled to possession of the building, and that "the Defendant" had failed to relinquish possession of the building after a reasonable demand. It further alleged that "the Defendant is unlawfully detaining and possessing said Building contrary to the rights

of" Pharming Capital and that, "[u]pon information and belief, Defendant owns the property where the Building is located." The complaint did not state where the cabin was located and did not include any allegation that the building was located on property in Geneva County. The complaint requested, in pertinent part:

> "(a) That process issue according to law; and
>
> "(b) That Plaintiff have judgment against the Defendant or anyone holding over through or on the behalf of, or in conjunction with Defendant, or attempting to unlawfully prevent such repossession for possession of the above-described property; and
>
> "(c) That judgment require that Defendant take all necessary steps to provide reasonable access to the Building and allow Plaintiff to recover same, or in the alternative, if the Building cannot be located, the value of the same in the amount of $8,427.00."

On May 28, 2024, Troy Bank and Trust filed a "Full Release and Cancellation of Mortgage" on the Geneva County property in the probate court.

On June 27, 2024, Turner filed his answer and counterclaim. In his answer, Turner asserted that he was not in possession of the building

and that "[n]o Premier Lofted Barn Cabin building is located on land owned by the Defendant." In his counterclaim, Turner asserted:

> "3. On or about May 17, 2024, the Plaintiff/Counter Defendant ('Counter-Defendant') filed Civil Action No: CV-2024-900062 against Counter-Plaintiff. The Counter-Defendant had no valid claim against the Counter-Plaintiff and Counter-Plaintiff does not have possession and has never had possession of the 12x32 Premier Lofted Barn Cabin as described in paragraph 3 of the Complaint.
>
> "4. The Counter-Defendant Pharming Capital, LLC had no valid reason to believe or even suspect that Counter-Plaintiff was in possession of the 12x32 Premier Lofted Barn Cabin as described in paragraph 3 of the Complaint. Counter-Plaintiff avers that Counter-Defendant Pharming Capital, LLC acted without probable cause and acted with malice by filing the Complaint/litigation against Counter-Plaintiff which caused Counter-Plaintiff to suffer damage as a consequence thereof.
>
> "5. Counter-Plaintiff avers that Counter-Defendant knew or should have known that the allegations complained in the Complaint were false and untrue; that the action was brought without probable cause and further that the action was instituted and prosecuted with malice and without any reasonable probability of success. The action brought against Counter-Plaintiff was brought without substantial justification and that pursuant to § l2-19-272, Ala. Code 1975, Pursuant to Alabama Litigation Accountability Act, Counter-Plaintiff should be awarded attorneys fees, costs, and out of pocket expenses incurred in the defense of the above styled action."

The counterclaim alleged claims of negligence and/or wantonness, abuse of process, malicious civil prosecution, and intentional infliction of

emotional distress/outrage. It also asserted a claim for attorney's fees, costs, and out-of-pocket expenses under the Alabama Litigation Accountability Act ("the ALAA"), § 12-19-200 et seq., Ala. Code 1975. In his negligence/wantonness claim, Turner asserted, in pertinent part:

> "7. On or about May 17, 2024, the Counter-Defendant negligently and/or wantonly caused or allowed a lawsuit to be filed against Counter-Plaintiff, styled: Pharming Capital, LLC vs. James R. Turner, Civil Action No: CV-2024-900062, seeking recovery of a l2x32 Premier Lofted Barn Cabin as described in paragraph 3 of the Complaint, and also sought judgment against the Counter-Plaintiff for the alternate value of the cabin in the amount of $8,427.00 plus cost of court, and damages for '... attempting to unlawfully prevent such repossession of the above-described property['] ('Cabin').
>
> "8. Counter-Plaintiff is not and has never been in possession of the 12x32 Premier Lofted Barn Cabin and never executed a Rental/Purchase Agreement and Disclosure Agreement with Plaintiff Pharming Capital, LLC.
>
> "9. Counter-Defendant owed a duty to exercise reasonable care in the sale of its product and investigation of any person, firm or corporation its sold its product to and where the product was located. The Counter-Defendant was regularly in the business in selling and financing said product. The injuries and damages suffered by Counter-Plaintiff were proximately caused in whole or in part by the active negligence, recklessness, gross negligence, and/or other fault of Counter-Defendant Pharming Capital, LLC and/or BHR Management. A copy of the alleged 'Rental-Purchase Agreement and Disclosure Statement' (hereinafter 'Lease'), which was listed as Exhibit A to Plaintiff's Complaint in Pharming Capital, LLC vs. James R. Turner, Case No: CV-2024-900062, but which was omitted from said Complaint and

> which Counter-Plaintiff counsel recently obtained, is attached hereto as Exhibit A."

Turner testified that, at some point, Gough contacted Turner and told him that there was a problem with the paperwork, that it was his understanding that the May 2024 deed had been lost, and that, on July 19, 2024, he went back to McLean's office and executed a new deed for the Geneva County property ("the July 2024 deed"). The July 2024 deed listed Gough and his wife as the grantors. The July 2024 deed was recorded in the Geneva Probate Court on July 22, 2024.

On July 29, 2024, Pharming Capital filed its reply to the counterclaim, which it subsequently amended.

On February 17, 2025, Pharming Capital filed a motion for a summary judgment. The trial court granted Pharming Capital's motion for a summary judgment as to Turner's claims of abuse of process and intentional infliction of emotional distress/tort of outrage. It denied the motion for a summary judgment as to Turner's claims of negligence/ wantonness and malicious prosecution. Although the trial court initially entered a summary judgment in favor of Pharming Capital as to Turner's claims under the ALAA, it subsequently granted Turner's motion to reconsider and stated that that claim would be reconsidered at trial.

On March 28, 2025, Pharming Capital filed a motion to dismiss its complaint against Turner pursuant to Rule 41(a)(2), Ala. R. Civ. P. The trial court entered an order granting the motion to dismiss on April 2, 2025.

The jury trial in this matter started on April 3, 2025. Pharming Capital moved for a judgment as a matter of law at the close of Turner's evidence. The trial court entered a judgment as a matter of law as to Turner's malicious-prosecution claim and his claim under the ALAA. However, it denied Pharming Capital's motion as to Turner's negligence/wantonness claim and his claim for punitive damages. Pharming Capital renewed its motion for a judgment as a matter of law as to the remaining claims at the close of all of the evidence, and the trial court denied that motion. The jury returned a verdict in favor of Turner and against Pharming Capital. It awarded Turner $25,000 in compensatory damages and $50,000 in punitive damages.

On May 8, 2025, the trial court entered a judgment on the jury's verdict. On that same date, Pharming Capital filed a renewed motion for judgment as a matter of law or, in the alternative, a motion for a new trial, which the trial court denied. This appeal followed.

Discussion

I.

On appeal, Pharming Capital argues that it "owed Turner no legal duty not to negligently or wantonly file its lawsuit, and Alabama recognizes no such tort." Pharming Capital's brief, p. 15. Pharming Capital argues that this case involves an issue of first impression as to whether Alabama recognizes a cause of action for negligently or wantonly filing a lawsuit and that this Court should "reject creating a new tort for negligently or wantonly bringing a lawsuit." Pharming Capital's brief, p. 18. It goes on to argue:

> "Lastly, although the Court should not recognize such a cause of action, if it did, Turner's claim would still fail for lack of duty. The lynchpin of the legal analysis of whether a duty exists is foreseeability. See Dolgencorp LLC v. Gilliam, 392 So. 3d 71, 74 (Ala. 2023). Further, 'Foreseeability must be based on the probability that harm will occur, rather than the bare possibility.' Id.
>
> "Here, it was not foreseeable that Pharming Capital filing a lawsuit to enforce its rights to repossess the Cabin would harm Turner, the record owner of the Geneva property, at least not any more so than any lawsuit naturally causes a defendant some distress. Secured parties and owners file lawsuits all the time to enforce repossession rights, and it is not uncommon for those suits to name record property owners as defendants. That is especially true when, as here, there are physical or constructive barriers to repossession -- locked gates, fences, demands for lot rent, etc.

> "Here, any additional distress to Turner arises from the hidden nature of the sales transaction involving the Geneva property. A real property owner selling his property but the sale remaining undisclosed in public records is an exceptional, unforeseeable circumstance. 'Such occurrences fall within the category of the unusual or extraordinary and are therefore unforeseeable in contemplation of the law.' Id. at 74-75. The harm Turner claims is also particularly unforeseeable."

Pharming Capital's brief, pp. 18-19. Turner argues that this Court should not address Pharming Capital's argument that Alabama should not recognize a cause of action for negligently or wantonly filing suit because, he says, it raised that argument for the first time in its postjudgment motion and the record does not indicate that the trial court considered that new argument. He also argued that Pharming Capital's argument that no duty existed is without merit. In its reply brief, Pharming Capital argues that it did not waive its argument that Alabama should not recognize a cause of action for negligently or wantonly filing suit "because what Turner frames as Pharming Capital's no-cause-of action argument is really a reframing and expansion of the no-duty argument Turner agrees Pharming raised in the trial court." Pharming Capital's reply brief, p. 6.

> "To establish negligence, the plaintiff must prove: (1) a duty to a foreseeable plaintiff; (2) a breach of that duty; (3)

> proximate causation; and (4) damage or injury. Albert v. Hsu, 602 So. 2d 895, 897 (Ala. 1992). To establish wantonness, the plaintiff must prove that the defendant, with reckless indifference to the consequences, consciously and intentionally did some wrongful act or omitted some known duty."

Martin v. Arnold, 643 So. 2d 564, 567 (Ala. 1994).

In its motion for a summary judgment, Pharming Capital acknowledged that, in his counterclaim, "Turner asserts that Pharming Capital 'negligently and/or wantonly caused or allowed a lawsuit to be filed' against him." It went on to set forth the elements of a negligence claim, including "duty to a foreseeable plaintiff," breach of such duty, proximate cause, and injury. Pharming Capital asserted:

> "First and most importantly, Mr. Turner cannot meet the first or second elements of his negligence claim -- Pharming Capital did not deliver and set up the Cabin on the Geneva County property. The Cabin was delivered and set up by Premier Portable Buildings in Marianna, Florida -- a separate entity unrelated to Pharming Capital…. Pharming Capital had no duty to Mr. Turner nor could they have breached a duty they did not owe to him."

It went on to assert:

> "In this case, it is clear that no duty was owed by Pharming Capital to Mr. Turner. Even if Mr. Turner could somehow contort the evidence that the placement of the Cabin on property that he had ceded control to a third party many years ago established a duty, it is undisputed that Pharming Capital did not deliver and set up the Cabin. The Cabin was

> delivered and set up by a wholly different entity that is unrelated to Pharming Capital. Mr. Turner cannot set forth evidence of the elements necessary to sustain a cause of action for negligence and therefore, summary judgment is due to be granted to Pharming Capital on this claim."

In their response to the motion for a summary judgment, Turner asserted:

> "Turner can meet all the elements of his negligence claim. The BHR Management Agreement which was marked as Exhibit A to the Complaint contained the assignment from BHR Management, LLC to Pharming Capital, LLC and gave Pharming Capital full power to take all legal and other actions which it could have taken under the Agreement. Because of the assignment, it was foreseeable that Pharming Capital had a duty to Defendant Turner as a foreseeable Plaintiff if it attempted to collect the lease payments or repossess the Cabin, and the information contained in the Lease it purchased may be wrong or inaccurate. It was certainly foreseeable that if payments were not made according to the lease, the Plaintiff would attempt to recover the Cabin from the property owner. The existence of a duty exists in this case because the Plaintiff sued the wrong property owner -- Defendant Turner sold the property to James Gough on May 7, 2024, some 10 days before the Plaintiff filed suit against him."

During the hearing on the motion for a summary judgment, Pharming Capital did not argue that it did not owe a duty to Turner to not negligently or wantonly sue him. Rather, it argued, in relevant part:

> "The case boils down to really a single contention by Mr. Turner in his counterclaim. And that contention is kind of foundational to all of his claims against Pharming Capital.

> And that contention is that Pharming Capital sued the wrong person.
>
> "And as I will highlight today, Your Honor, and it's also extensively set forth in our brief, that foundational claim that we sued the wrong person is just indisputably wrong."

Pharming Capital's counsel went on to argue in part:

> "So when we got all of these claims about this May 7 deed that's unrecorded that's attached to Mr. Turner's brief , it's a red herring. It wasn't recorded. There was no notice to anyone. There's no factual allegation that that was ever provided to my client. And there's no way that my client could have known that this deed was floating out there. We don't even know where the original is, as far as I know. There's been no evidence in the record that that deed was ever found. All we have is a photo copy. Based on that, Your Honor , the negligence claims, Mr. Turner cannot meet the elements required to sustain a claim of negligence. And we would ask that summary judgment be granted on that particular count."

In his response, Turner's counsel argued, in pertinent part:

> "Now , [Pharming Capital's counsel] is not a party to this lawsuit. But there was no due diligence on the part of … Pharming Capital, or its lawyer. They've clearly sued the wrong person. It's negligence. And it's negligent to sue somebody without having a reason to sue him. And they didn't have any reason to sue James Turner. A reasonable person, or a reasonable lawyer, a reasonable client, Mr. Horton, their credit manager, would have picked up the phone and called Mr. Horton. Or when [Pharming Capital's counsel] got the file, got the complaint, we would have looked up there, and said, Hey, this guy, may be James Gough, claims to be the owner. They didn't do that.

> "Ordinarily, what a reasonable, prudent company, like Pharming Capital, should have done -- they had Mr. Turner's address -- would have been written him a letter and said, The cabin that's located on your property Bellwood, Florida[sic], is in default. Do we have permission to pick it up?
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> "Mr. Turner would have gotten the letter. He would have probably picked up the phone, and called, and said, I don't own that property any more. I sold it to James and Jennifer Gough -- or found Mr. Turner's phone number and called him.
>
> "They didn't do any of that. They just fired the gun, and said: We are going to sue James Turner. There was absolutely -- not only was there negligence and a lack of due diligence on the part of the Plaintiff and counsel. It was reckless. It was wanton. You don't just sue somebody because a tax record may say that someone owns property.
>
> "You don't accuse someone of unlawfully holding your property, if they didn't do it. You don't ask for a judgment against somebody for $8,400 in the event they can't find the cabin."

Turner went on to assert that Pharming Capital was negligent in suing Turner "without any reason to do so."

In its order ruling on the motion for a summary judgment, the trial court addressed Turner's negligence/wantonness claim, stating, in pertinent part:

> "The evidence demonstrated that certain facts related to the negligence theory are disputed. The leased portable building was delivered to a rural property by the seller. <u>It was foreseeable the building could be repossessed if the buyer</u>

> failed to make lease payments. [Turner] would then owe a duty to the landowner to recover the building."

(Emphasis added.) At no time in its motion for a summary judgment or during the hearing on the motion did Pharming Capital argue that Alabama does not recognize a cause of action for negligently or wantonly filing a lawsuit. Additionally, it did not argue that it did not owe Turner a duty to not negligently or wantonly sue him. Additionally, it did not present any argument that a duty did not exist because the injury to Turner was not foreseeable.

After Turner rested, Pharming Capital filed a written motion for a judgment as a matter of law in which it argued, in pertinent part:

> "A. The necessary elements for recovery under a negligence theory are (1) duty to a foreseeable plaintiff, (2) breach of that duty, (3) proximate cause, and (4) injury.' Jones v. Newton, 454 So. 2d 1345, 1348 (Ala. 1984), citing Mascot Coal Co. v. Garrett, 156 Ala. 290, 47 So. 149 (1908). See also Rutley v. Country Skillet Poultry Co., 549 So. 2d 82, 85 (Ala. 1989).
>
> "To the extent that Mr. Turner alleges that Pharming Capital was 'negligent' in setting up the subject Cabin on his Geneva County property, Mr. Turner cannot meet the first or second elements of his negligence claim -- Pharming Capital did not deliver and set up the Cabin on the Geneva County property. The Cabin was delivered and set up by Premier Portable Buildings in Marianna, Florida -- a separate entity unrelated to Pharming Capital. Pharming Capital had no

> duty to Mr. Turner nor could they have breached a duty they did not owe to him.
>
> "To the extent Mr. Turner alleges that Pharming Capital was 'negligent' in filing this lawsuit, such claim also fails to meet the elements of a claim of negligence. Mr. Turner can identify no 'duty' that was owed to him by Pharming Capital. Even if there was such a duty, which was denied by Pharming Capital, Mr. Turner fails to carry his burden to show that Pharming Capital breached any such duty, if a duty was owed. Pharming Capital showed the steps it took to identify Mr. Turner as the record title owner of the Geneva County property as of the date the lawsuit was filed. The undisputed facts show that Mr. Turner was the record-title owner of the Geneva County property at the time the lawsuit was filed and that the deed conveying the Geneva County property to a third party was not recorded until approximately two (2) months after the lawsuit was filed. Mr. Turner has failed to show that Pharming Capital did not act as a reasonably prudent person would have done in a similar situation nor did they fail to do something that a reasonably prudent person would have done in a similar situation."

(Emphasis added.) Pharming Capital did not include any argument or authority to support its assertion that it did not owe any legal duty to Turner. Rather, Pharming Capital's argument in this regard consisted of nothing more that its bare assertion that "Mr. Turner can identify no 'duty' that was owed to him by Pharming Capital" and its general denial that such a duty existed. Additionally, Pharming Capital did not argue that Alabama does not recognize a cause of action for negligently or wantonly filing suit or that it did not owe a duty to Turner because

Turner's injury was not foreseeable. With regard to wantonness, Turner asserted:

> "To the extent Mr. Turner attempted to set forth a claim for 'wantonness', there was a failure to present evidence sufficient to meet his burden of proof. Wantonness is 'the conscious doing of some act or the omission of some duty while knowing of the existing conditions and being conscious that, from doing or omitting to do an act, injury will likely or probably result.' Hood v. Murray, 547 So. 2d 75, 79 (Ala. 1989) (quoting McDougle v. Shaddrix, 534 So. 2d 228, 231 (Ala. 1988)). Mr. Turner failed to adduce any evidence of any wanton conduct of Pharming Capital."

Additionally, during its argument on the motion, Pharming Capital did not argue that it did not owe a duty to Turner to not negligently or wantonly sue him. Rather, he argued:

> "To the extent that Mr. Turner alleged that Pharming Capital was negligent in the filing of this lawsuit, the evidence has shown that Mr. Turner has failed to meet any of the elements required to sustain a cause of action for negligence.
>
> "Pharming Capital's representative testified in detail the steps they took to identify Mr. Turner as a record title owner of the Geneva County property. The undisputed facts show that Mr. Turner was, in fact, a record title owner of the Geneva County property as of May 17, 2024, the date the lawsuit was filed.
>
> "There is some evidence of an unrecorded lost deed of May 7, 2024. But there was absolutely no evidence tendered that Pharming Capital was ever provided a copy of that deed or knew about the existence of that deed. The deed is not recorded in the Geneva County records. And the recordation

> of that deed is required to give notice to third parties of that particular transaction.
>
> "Likewise, Your Honor, we have set forth that Mr. Turner has failed to show that he was harmed by Pharming Capital's action. Even if he suffered harm, which we denied actually. These actions were not caused by the action of Pharming Capital. At best, they were caused by the action of some unknown person who was contacting Pharming Capital to indicate that they were the owner of the property. And as the Court heard the written recording consisted on the payment of lot rent or some other compensation in order to allow them to release this cabin.
>
> "During the course of those conversations, though, it's undisputed that Mr. Turner was the record title owner of the property. To the extent Mr. Turner has attempted to set forth claims of wantonness, again, there was no evidence presented to meet Mr. Turner's burden of proof. Again, I set forth the elements of wantonness, which is the conscious doing of some act, or the omission of some duty knowing of the existing conditions and being conscious that from doing or omitting to do an act, injury will likely probably result.
>
> "Your Honor, I think the evidence has there has been no evidence whatsoever on these particular elements. There has been no evidence that Pharming Capital took any action knowing that it was likely, or might result in any injury to Mr. Turner. In fact, going back to the original premise of the claims that he didn't own the property and based that solely on an unrecorded warranty deed, and not the fact that he recorded a warranty deed conveying ownership two months after this lawsuit was filed."

Additionally, Pharming Capital did not present any argument as to whether Alabama recognizes a cause of action for negligently or wantonly

filing suit or any argument as to the existence of a duty when it renewed its motion for a judgment as a matter of law at the close of all of the evidence. Thus, it appears that Pharming Capital did not squarely present the specific arguments it raises on appeal in its motions for a judgment as a matter of law during the trial.

In its postjudgment motion, Pharming Capital argued, for the first time, that Alabama does not recognize a cause of action for negligently or wantonly filing suit. Additionally, it also argued, for the first time, that it did not owe a legal duty to Turner as a matter of law because, it said, "it was not foreseeable that [Pharming Capital] filing a lawsuit to enforce its legal rights to repossess its cabin would harm [Turner], the record owner of the Geneva property that included a fence and locked gate preventing repossession." "[A] trial court has the discretion to consider a new legal argument in a post-judgment motion, but is not required to do so." Green Tree Acceptance, Inc. v. Blalock, 525 So. 2d 1366, 1369 (Ala. 1988). There is no indication that the trial court considered these specific, new arguments, and we will not presume that it did so. See Special Assets, L.L.C. v. Chase Home Fin., L.L.C., 991 So. 2d 668 (Ala. 2007). Additionally, Pharming Capital did not offer any justification for

its delay in presenting these specific arguments to the trial court. Therefore, the trial court did not exceed its discretion in failing to consider these arguments. Espinoza v. Rudolph, 46 So. 3d 403, 416 (Ala. 2010). Accordingly, we will not reverse the trial court's judgment on these specific arguments that were raised for the first time in Pharming Capital's postjudgment motion.[1]

II.

Pharming Capital also argues that the trial court exceeded its discretion when it admitted into evidence a copy of the complaint Pharming Capital had filed in this action and allowed a copy of that complaint to be taken into the jury room. In support of its argument, Pharming Capital relies on Rule 51, Ala. R. Civ. P., which provides, in pertinent part: "Neither the pleadings nor 'given' written instructions shall go into the jury room." The Committee Comments to Rule 51, Ala. R. Civ. P., also specifically state: "This rule also bars pleadings from the jury room."

[1]Our holding in this regard should not be construed as commenting on the merits of Pharming Capital's argument that Alabama does not recognize a cause of action for negligently or wantonly filing suit or its argument that it did not owe Turner a duty to not negligently/wantonly sue him.

Prior to trial, Pharming Capital filed a motion in limine seeking, in part, to prevent Turner from using unverified pleadings, including the complaint filed by Pharming Capital in this case, as an exhibit and to also prevent pleadings from being sent to the jury room. During a pretrial discussion, the trial court indicated that it was inclined to allow testimony about the complaint, but it would defer a ruling as to whether the complaint would be admitted as an exhibit. The trial court allowed Turner to question witnesses about the allegations in the complaint. Subsequently, the trial court admitted the complaint into evidence over Pharming Capital's objection. After the close of all of the evidence, Pharming Capital objected to a copy of the complaint being taken to the jury room. The trial court overruled that objection.

A.

Initially, Pharming Capital argues that the trial court exceeded its discretion when it admitted a copy of the complaint into evidence. However, Pharming Capital has not cited any authority to support its assertion in this regard, in contravention of Rule 28(a)(10), Ala. R. App. P.

> "'"The purpose of Rule 28, Ala. R. App. P., outlining the requirements for

> appellate briefs, is to conserve the time and energy of the appellate court and to advise the opposing party of the points he or she is obligated to make. United States v. Levy, 391 F.3d 1327 (11th Cir. 2004) (discussing the rule that issues not briefed are waived and Rule 28, Fed. R. App. P., which sets out the requirements for appellate briefs in the federal courts). Rule 28(a)(10), Ala. R. App. P., provides that the argument section of the appellant's brief shall set out 'the contentions of the appellant/petitioner with respect to the issues presented, and the reasons therefor, with citations to the cases, statutes, other authorities, and parts of the record relied on.' Additionally, '"[i]t is not the function of this Court to do a party's legal research or to make and address legal arguments for a party based on undelineated general propositions not supported by sufficient authority or argument."' Butler v. Town of Argo, 871 So. 2d 1, 20 (Ala. 2003) (quoting Dykes v. Lane Trucking, Inc., 652 So. 2d 248, 251 (Ala. 1994))."

> "'Ex parte Borden, 60 So. 3d 940, 943 (Ala. 2007). ...'

"Van Voorst v. Federal Express Corp., 16 So. 3d 86, 92-93 (Ala. 2008).

> "'"It is well established that general propositions of law are not considered 'supporting authority' for purposes of Rule 28. Ex parte Riley, 464 So. 2d 92

> (Ala. 1985)." S.B. v. Saint James Sch., 959 So. 2d 72, 89 (Ala. 2006). This Court will not "create legal arguments for a party based on undelineated general propositions unsupported by authority or argument." Spradlin v. Spradlin, 601 So. 2d 76, 79 (Ala. 1992). Further, it is well settled that "'[w]here an appellant fails to cite any authority for an argument, this Court may affirm the judgment as to those issues, for it is neither this Court's duty nor its function to perform all the legal research for an appellant."' Spradlin v. Birmingham Airport Auth., 613 So. 2d 347, 348 (Ala. 1993)(quoting Sea Calm Shipping Co., S.A. v. Cooks, 565 So. 2d 212, 216 (Ala. 1990)).'
>
> "Allsopp v. Bolding, 86 So. 3d 952, 960 (Ala. 2011)."

Harris v. Owens, 105 So. 3d 430, 436 (Ala. 2012).

In support of its argument in this regard, Pharming Capital relies on Rule 51. However, Rule 51 does not address whether pleadings in the case at bar are admissible as evidence. Pharming Capital also cites Nix v. Myers, 330 So. 3d 818 (Ala. 2021), Dunn v. Syring, 425 So. 2d 1081 (Ala. 1983), and Carson v. Teagle, 408 So. 2d 494 (Ala. 1981). However, none of those cases address whether a pleading may be admitted into evidence. Rather, they address the issue of whether the trial courts in those cases erred when they allowed portions of the jury charges to be taken into the jury room. Pharming Capital has not cited any case law to support its assertion that the trial court exceeded its discretion when

it admitted the complaint into evidence. Accordingly, its argument in this regard does not comply with Rule 28(a)(10).

B.

Pharming Capital also argues that the trial court erred when it allowed the complaint to be taken into the jury room. Section 12-16-14, Ala. Code 1975, provides that "[a]ll instruments of evidence and deposition read to the jury may be taken out by them on their retirement." This Court has held that, pursuant to this section and its predecessors, "permitting the jury to take showings into the jury room is entirely within the sound discretion of the trial court." Tombrello v. McGhee, 282 Ala. 408, 411, 211 So. 2d 900, 903 (1968). However, Rule 51 specifically provides that pleadings shall not be taken into the jury room.

> "It is the customary, almost invariable, trial court practice to permit the jury, on their retirement to deliberate on the case, to take to the jury room an exhibit which has been placed in evidence. It is provided statutorily that: 'All instruments of evidence and depositions read to the jury may be taken out by them on their retirement.' This statute has been interpreted as not requiring ordinarily that an item of demonstrative evidence be taken to the jury room, but, rather, as investing the trial court with measurable discretion to allow or disallow it to go to the jury room. It has been held, for example, that the trial judge has the discretion to allow or disallow a deposition, written testimony or a tape recording to

> be taken by the jury on retirement. Such discretion will permit the trial court to disallow the taking of evidence to the jury room if undue emphasis and inordinate weight would be given to it. …
>
> "This discretionary power of the trial court may be limited by a rule of court. Alabama Rule of Civil Procedure 51, for example, provides that neither the pleadings nor written jury instructions may be sent to the jury room in a civil case."

McElroy's Alabama Evidence, § 10.04(1) (7th 3d. 2020) (footnotes omitted).

Because Rule 51 prohibits pleading from being sent to the jury room, the trial court committed reversible error when it allowed a copy of the complaint to be taken into the jury room. Cf. Dunn v. Syring, 425 So. 2d 1081, 1082 (Ala. 1983) (holding that the sending of a written copy of a pattern jury instruction into the jury room in response to a question from the jury constituted "reversible error, per se, under ARCP 51").[2]

Conclusion

Because the trial court committed reversible error when it allowed a copy of the complaint filed by Pharming Capital to be taken into the

[2]Based on our holding in this regard, we pretermit discussion of the remaining claims Pharming Capital raises on appeal.

jury room, we reverse the trial court's judgment and remand this case for proceedings consistent with opinion.

REVERSED AND REMANDED.

Stewart, C.J., and Sellers, Cook, and Parker, JJ., concur.