REL: December 18, 2020

SUPREME COURT OF ALABAMA

OCTOBER TERM, 2020-2021

1180252

Burt W. Newsome and Newsome Law, LLC

v.

Clark A. Cooper et al.

1180302

Burt W. Newsome and Newsome Law, LLC

v.

Balch & Bingham, LLP, et al.

Appeals from Jefferson Circuit Court
(CV-15-900190)

PER CURIAM.

Attorney Burt W. Newsome and his law practice Newsome Law, LLC (hereinafter referred to collectively as "the Newsome plaintiffs"), sued attorney Clark A. Cooper; Cooper's former law firm Balch & Bingham, LLP ("Balch"); John W. Bullock; Claiborne Seier ("Seier"); and Don Gottier (hereinafter referred to collectively as "the defendants") in the Jefferson Circuit Court, alleging that the defendants combined to have Newsome arrested on a false charge with the intent of damaging his reputation and law practice. The trial court ultimately entered judgments in favor of the defendants, while reserving jurisdiction to make a later award of attorney fees and costs under the Alabama Litigation Accountability Act, § 12-19-270 et seq., Ala. Code 1975 ("the ALAA"). After the Newsome plaintiffs appealed the initial judgments against them, the trial court awarded Balch, Bullock, Seier, and Gottier attorney fees and costs under the ALAA. The Newsome plaintiffs then filed another appeal seeking the

reversal of those awards. We now affirm the judgments challenged by the Newsome plaintiffs in both appeals.

Facts and Procedural History

On December 19, 2012, Bullock went to his dentist's office in Birmingham to have a crown reset. The dentist's office shared a parking lot with Newsome Law, and Bullock parked his vehicle in a parking space near Newsome's vehicle. As Bullock got out of his vehicle to go in for his appointment, Newsome was leaving his office and approaching his own vehicle.

Approximately 11 months earlier, Newsome had similarly been leaving his office when Alfred Seier ("Alfred") exited a vehicle parked near his and confronted Newsome about collection efforts Newsome was taking against Alfred's wife, who owed money to a bank that Newsome represented. During that confrontation, Alfred produced a handgun, but Newsome was able to escape to his office unharmed. Newsome later filed a criminal complaint against Alfred for menacing, a violation of § 13A-6-

23, Ala. Code 1975.[1] Alfred's brother Seier, an attorney, later contacted Newsome and attempted to convince him to drop the menacing charge against Alfred, who had cancer and was in poor health, but Newsome declined to do so.

Newsome states that Bullock's parking and the manner in which Bullock exited his vehicle on December 19 was reminiscent of the incident with Alfred earlier that year. Feeling threatened, Newsome pulled out a handgun as he approached Bullock and their vehicles and ordered Bullock to return to his vehicle until Newsome entered his vehicle and left. Bullock did so. Bullock later contacted law enforcement and swore out a warrant against Newsome for menacing.

On May 2, 2013, Newsome was stopped by the police for speeding. After the police officer discovered that Newsome had an outstanding warrant for his arrest, Newsome was taken into custody and was

[1]Section 13A-6-23(a) provides that "[a] person commits the crime of menacing if, by physical action, he intentionally places or attempts to place another person in fear of imminent serious physical injury."

transported to the Shelby County jail. Newsome was released later that day.

Two days later, Cooper learned about Newsome's arrest. Like Newsome, Cooper was an attorney who represented banks in creditors' rights actions. Cooper and Newsome, in fact, had several of the same banks as clients, representing them in different matters, depending on the nature and scope of the action. As part of his practice, Cooper periodically e-mailed his banking clients when he learned that another attorney had filed an action on their behalf to ask if there was anything he could do to get more business referred to Balch; Cooper had sent these e-mails to some of his clients after learning of actions that Newsome had filed. Upon learning of Newsome's arrest, Cooper forwarded Newsome's mug shot to a friend who was an executive at IberiaBank, which periodically referred legal matters to both Cooper and Newsome, with a note wondering how Newsome's arrest would affect his law license. That IberiaBank executive subsequently testified that he did not refer any cases to Newsome for the next three weeks until they met and Newsome assured him that the

menacing charge would have no effect on his ability to practice law. IberiaBank thereafter resumed referring cases to Newsome.

Newsome's menacing charge was set for a November 12, 2013, trial in the Shelby District Court. During a pretrial conference that morning, the State, with Bullock's consent, offered to continue the trial until April 1, 2014, and to then dismiss the charge at that time if Newsome had no further arrests and paid the required court costs. The "Dismissal and Release" order ("the D&R order") memorializing the terms of their agreement further provided:

> "[Newsome] does hereby grant a full, complete and absolute Release of all civil and criminal claims stemming directly or indirectly from this case to the State of Alabama ... [and] to any other complainants, witnesses, associations, corporations, groups, organizations or persons in any way related to this matter .... [Newsome] freely makes this release knowingly and voluntarily. In exchange for this release, this case will be either dismissed immediately, or pursuant to conditions noted above."

(Emphasis in original.) The D&R order was signed by Bullock, the assistant district attorney, Newsome, and Newsome's attorney. On April 4, 2014, the district court dismissed the case against Newsome.

On January 14, 2015, the Newsome plaintiffs sued Cooper, Balch, Bullock, and Seier, alleging, as later amended, malicious prosecution, abuse of process, false imprisonment, the tort of outrage, defamation, invasion of privacy, and multiple counts of conspiracy and intentional interference with a business relationship. The gist of their complaint was that Cooper and Seier conspired with Bullock to stage a confrontation and to set Newsome up to be arrested so that Cooper could then take Newsome's clients on behalf of Balch and Seier could get revenge upon Newsome for filing a menacing charge against Alfred.[2]

On February 13, 2015, Seier moved the trial court to dismiss the Newsome plaintiffs' claims asserted against him, arguing that they had no factual basis and that, in any event, the claims were barred by the release clause in the D&R order because the claims were related to Newsome's menacing case. Six days later, Newsome petitioned the Shelby Circuit Court to expunge the records relating to his menacing charge under § 15-27-1, Ala. Code 1975. Both the State and Bullock filed

[2]The Newsome plaintiffs' complaint did not offer a reason for Bullock's participation in the alleged scheme.

objections, and, following a hearing, Newsome's petition was denied. Newsome moved the court to reconsider, however, and, on September 10, 2015, the court granted his motion and entered an order ("the expungement order") expunging the records relating to his menacing charge.

While Newsome was pursuing expungement in the Shelby Circuit Court, the Jefferson Circuit Court granted motions to dismiss filed by Seier and Bullock and a summary-judgment motion filed by Cooper and Balch. But after the expungement order was entered by the Shelby Circuit Court, the Newsome plaintiffs moved the Jefferson Circuit Court to reconsider, arguing, among other things, that because the records of Newsome's criminal case had been expunged, nothing from that case -- including the D&R order containing the release clause -- could be produced or relied upon in the Newsome plaintiffs' civil case. See § 15-27-16(a), Ala. Code 1975 (explaining that the contents of an expunged file generally cannot be revealed, used, or disclosed by an individual who knows an expungement order has been issued). In December 2015, the Jefferson Circuit Court granted the Newsome plaintiffs' motion and

vacated its judgments in favor of Cooper, Balch, Bullock, and Seier. The Newsome plaintiffs then continued to conduct discovery trying to uncover a link between Cooper, Bullock, and Seier, all of whom denied that a conspiracy existed or that they even knew each other.

Meanwhile, back in the Shelby Circuit Court, Bullock and Seier filed requests to have the expungement order reversed based on Newsome's breach of the release clause in the D&R order. On June 8, 2016, the Shelby Circuit Court granted their requests and reversed the expungement order under § 15-27-17, Ala. Code 1975, explaining that Newsome had obtained the expungement order under false pretenses because he had not, in fact, fulfilled all the terms of the D&R order at the time he sought expungement (this order is hereinafter referred to as "the expungement-reversal order").[3] The Shelby Circuit Court further explained:

[3]Section 15-27-17 provides that, "[u]pon determination by the court that a petition for expungement was filed under false pretenses and was granted, the order of expungement shall be reversed and the criminal history record shall be restored to reflect the original charges."

> "The movants are further free to utilize all records related to [Newsome's] prosecution, plea and the case's disposition as they may find appropriate and necessary. The expungement statute was enacted to provide a 'shield' to first-time and non-violent offenders. It was not intended to be a 'sword' for those engaged in civil litigation over the same transaction made the basis of their criminal offense, and the court will not construe the statute as such."

Newsome then petitioned the Court of Criminal Appeals to set aside the expungement-reversal order, but, in a four-page order, the Court of Criminal Appeals unanimously denied his request, stating: "We find no abuse of discretion in the trial court's finding that the petition for expungement was filed under false pretenses in contravention of the agreement signed between the parties." (No. CR-15-1223, September 20, 2017.) Newsome followed that ruling by petitioning this Court for the same relief; that petition was also denied. (No. 1161155, April 27, 2018.)

The Newsome plaintiffs, meanwhile, continued with discovery in their civil case against the defendants, eventually obtaining the telephone records of Cooper, Bullock, and Seier. Those records indicated that Cooper, Bullock, and Seier had all received calls from telephone number 205-410-1494 on dates surrounding notable events in this case, including

the date of Newsome and Bullock's confrontation in the parking lot, the date of Newsome's arrest, the date Cooper sent the e-mail with Newsome's mug shot to an IberiaBank executive, and the date the Newsome plaintiffs filed their complaint initiating the underlying action. Based on some Internet searches, Newsome concluded that the telephone number 205-410-1494 was assigned to 76-year-old Calera resident Don Gottier, and, on June 30, 2017, the Newsome plaintiffs filed an amended complaint naming Gottier as a defendant and asserting that he was the coordinator of the alleged conspiracy that had targeted Newsome. The Newsome plaintiffs also asked the trial court enter a judgment declaring the D&R order void and unenforceable.

Upon being served with the Newsome plaintiffs' complaint, Gottier contacted the Calera Police Department and filed a report indicating that he may be a victim of identity theft because he had been named a defendant in a lawsuit alleging that the telephone number 205-410-1494 was assigned to him, but, he stated, he had never been assigned or operated that telephone number. During the course of its ensuing investigation, the Calera Police Department subpoenaed records from

Verizon Wireless, a cellular-telephone provider, and received information indicating that the telephone number 205-410-1494 was not, in fact, a working telephone number but was instead an internal routing number controlled by Verizon Wireless that was used to connect calls originating from outside the caller's home area. A custodian of records for Verizon Wireless subsequently confirmed that information in a deposition when he testified that the telephone number 205-410-1494 had been used as a routing number by Verizon Wireless since 2007 and that it was not assigned to any individual customer.[4]

Cooper, Balch, Bullock, and Seier thereafter filed new summary-judgment motions with the trial court, and Gottier filed a motion to dismiss. The defendants supported their respective motions with evidence indicating that, other than Cooper and Balch, they did not know each other before the Newsome plaintiffs sued them and that there had been no conspiracy to stage an incident that would result in Newsome's arrest.

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[4]The defendants have noted that this also explains why 205-410-1494 is listed in telephone records only as the number originating a call; there is no evidence anybody ever placed a call to 205-410-1494.

The trial court held a hearing on those motions, during which it expressed skepticism about the merits of the Newsome plaintiffs' claims, but, before the trial court could issue a ruling, the Newsome plaintiffs moved the trial judge to recuse herself, alleging bias. Following another hearing, the trial court denied the motion to recuse. The Newsome plaintiffs then petitioned this Court for a writ of mandamus directing the trial judge to recuse herself. That petition was denied. (No. 1170844, August 8, 2018.)

On June 15, 2018, the trial court entered judgments in favor of the defendants on all of the Newsome plaintiffs' claims, expressly reserving the right to later enter an award of attorney fees and costs under the ALAA.[5] See SMM Gulf Coast, LLC v. Dade Capital Corp., [Ms. 1170743, June 5, 2020] ___ So. 3d ___, ___ (Ala. 2020) (explaining that a trial court

[5]Although the judgment entered in favor of Gottier purported to grant his motion to dismiss, it noted that the trial court had reviewed all the "evidence submitted." When a trial court reviewing a motion to dismiss considers evidence outside the pleadings, the motion is converted into a summary-judgment motion. Lifestar Response of Alabama, Inc. v. Admiral Ins. Co., 17 So. 3d 200, 212-13 (Ala. 2009). Accordingly, we treat the judgment of dismissal entered by the trial court in favor of Gottier, like the other judgments entered on June 15, 2018, as a summary judgment.

retains jurisdiction to enter a postjudgment award of attorney fees under the ALAA only if it has expressly reserved jurisdiction to do so). The parties then filed briefs and evidence regarding the defendants' motions for attorney fees and costs, which the trial court ultimately granted in the following amounts: $56,283 for Balch; $56,317 for Bullock; $78,341 for Seier; and $1,250 for Gottier. The Newsome plaintiffs appeal both the underlying judgments (case no. 1180252) and the awards entered against them under the ALAA (case no. 1180302).

Analysis

The Newsome plaintiffs make myriad arguments about how the trial court allegedly erred and why the judgments entered in favor of the defendants should be reversed. Ultimately, however, it is unnecessary for this Court to address all of those arguments. For the reasons explained below, we hold (1) that the trial judge did not exceed her discretion in denying the Newsome plaintiffs' motion seeking her recusal; (2) that Newsome is bound by the release clause in the D&R order; (3) that summary judgment was proper on all claims asserted by Newsome Law, and (4) that the circumstances of this case support the trial court's award

of attorney fees and costs under the ALAA. We pretermit discussion of all other issues raised by the parties.

A. The Newsome Plaintiffs' Seeking the Trial Judge's Recusal

We first consider the Newsome plaintiffs' argument that the trial judge should have recused herself and that her failure to do so requires the reversal of the judgments she has entered.

1. Standard of Review

"A trial judge's ruling on a motion to recuse is reviewed to determine whether the judge exceeded his or her discretion." Ex parte George, 962 So. 2d 789, 791 (Ala. 2006). This Court has further explained that the necessity for recusal will be evaluated in each case based on the totality of the circumstances, id., and that, when an allegation of bias has been made, recusal will be required only "where facts are shown which make it reasonable for members of the public, or a party, or counsel opposed to question the impartiality of the judge." Acromag-Viking v. Blalock, 420 So. 2d 60, 61 (Ala. 1982).

2. Merits of the Newsome Plaintiffs' Recusal Argument

The Newsome plaintiffs argue that the trial judge's impartiality can reasonably be questioned because (1) she and her husband, a state legislator, allegedly received $34,500 in campaign donations from "agents" having some association with the defendants and (2) the trial judge has made various rulings throughout the course of this case that have gone against the Newsome plaintiffs. We are not convinced by the Newsome plaintiffs' arguments.

In their brief to this Court, the Newsome plaintiffs cite Ex parte Duncan, 638 So. 2d 1332, 1334 (Ala. 1994), and In re Sheffield, 465 So. 2d 350, 357 (Ala. 1985), for the well established general principle that recusal is appropriate when there is a reasonable basis for questioning a judge's impartiality. But they cite no authority to support their allegations that the trial judge in this case did anything that would reasonably cause one to question her impartiality and thus require her recusal. In contrast, the defendants have cited authority that supports the trial court's denial of the motion to recuse. With regard to the alleged campaign contributions, Cooper and Balch note that one appellate judge has explained how impractical it would be to require judges to recuse themselves in every

case in which a party or attorney has supported the judge's campaign because, in Alabama, judges are required to run for reelection and, therefore,

> "situations will arise in which an attorney associated with a specific judge's campaign will have a case come before that judge. If we were to require recusal in such cases, we would be opening Pandora's box leading to untold problems for probate judges, district judges, circuit judges, and appellate judges, all of whom must run for election to their judgeships and all of whom have had numerous attorneys associated with their campaigns."

Smith v. Alfa Fin. Corp., 762 So. 2d 843, 849 (Ala. Civ. App. 1997) (opinion on application for rehearing) (Monroe, J., statement of nonrecusal), reversed on other grounds by Ex parte Alfa Fin. Corp., 762 So. 2d 850 (Ala. 1999). Cooper and Balch further note that in § 12-24-3, Ala. Code 1975, the Alabama Legislature specifically addressed the circumstances in which campaign contributions might require a judge's recusal, but the Newsome plaintiffs have failed to cite or make any argument invoking that statute.[6] And, with regard to the trial court's rulings against the

[6]Section 12-24-3 explains that there is a rebuttable presumption that a judge should recuse himself or herself from a case when a party or a party's attorney has made a campaign contribution that represents a

Newsome plaintiffs on various issues raised during the pendency of this case, Bullock notes that this Court has previously held that "[a]dverse rulings during the course of proceedings are not by themselves sufficient to establish bias and prejudice on the part of a judge." Henderson v. G&G Corp., 582 So. 2d 529, 530-31 (Ala. 1991).

Turning to the merits of the Newsome plaintiffs' recusal motion, we are not convinced that, under the totality of the circumstances, there is a reasonable basis to question the impartiality of the trial judge. George, 962 So. 2d at 791. Although the Newsome plaintiffs allege that agents of the defendants have given $34,500 to the campaigns of the trial judge and her state-legislator husband, the evidence does not support that allegation. First, the Newsome plaintiffs argue that $29,500 of campaign

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significant portion of the judge's fundraising. See Dupre v. Dupre, 233 So. 3d 357, 360 (Ala. Civ. App. 2016) ("By its plain language, § 12–24–3(b)(2) creates a rebuttable presumption that a circuit-court judge should recuse himself or herself when a party, or his or her attorney, contributes 15% or more of the total campaign contributions collected by the circuit-court judge during an election cycle while the party, or his or her attorney, has a case pending before the judge."). The Newsome plaintiffs' brief does not reveal or address the total campaign contributions received by the trial judge in this case.

contributions made by political action committees should be attributed to Balch because Balch or its agents had made contributions to those committees. But Balch's general counsel provided unrefuted testimony that, "once a contribution is made to a political action committee, that political action committee has the authority and discretion as to which candidates it decides to support with any funds contributed."[7]

Next, the Newsome plaintiffs include in their $34,500 calculation a $3,000 donation made by the law firm that employs Alfred's wife as a paralegal. It is borderline absurd, however, to suggest that a campaign donation to the legislator spouse of a trial judge made by the employer of the wife of the brother of one of five defendants would be a basis upon which a person could reasonably conclude that the trial judge was biased in favor of the defendants.

[7]We further note that in Startley General Contractors, Inc. v. Water Works Board of Birmingham, 294 So. 3d 742, 758 n.10 (Ala. 2019), this Court reviewed a ruling on a motion to recuse made under 12-24-3 and distinguished between donations to a campaign made by a political action committee and those made by an individual.

Finally, the Newsome plaintiffs note that the outside law firm that Balch ultimately retained to represent it and Cooper in this action has also donated $2,000 to the trial judge. Again, however, we do not conclude, and do not believe that any reasonable person would conclude, that this campaign donation is a reasonable basis upon which to question the impartiality of the trial judge. As explained by the special writing in Smith, 762 So. 2d at 849, judges in Alabama are required to campaign for their positions. As part of that process, attorneys will inevitably provide financial support for candidates. Indeed, Newsome acknowledged at the hearing on the motion to recuse that he too has made campaign contributions to judges before whom he practices. Section 12-24-3 provides that there is a rebuttable presumption that a judge should recuse himself or herself from a case when a party or a party's attorney has made a campaign contribution that represents a significant portion of the judge's fundraising, but the Newsome plaintiffs have not cited this statute or demonstrated that any of the campaign donations they have identified were of an amount sufficient to implicate § 12-24-3.

We also expressly reject the Newsome plaintiffs' argument that the fact that the trial judge has ruled against them on various issues throughout the course of this litigation demonstrates a bias against them. Although the trial judge has ruled against the Newsome plaintiffs on some issues, she has also issued rulings favorable to them. Notably, in December 2015, she vacated judgments she had previously issued disposing of the Newsome plaintiffs' claims and allowed them to thereafter conduct extensive discovery. Considering the totality of the facts and circumstances, no reasonable person could consider the trial judge's rulings and conclude that they were the product of bias and prejudice. The trial judge did not exceed her discretion by denying the Newsome plaintiffs' motion to recuse.

B. The D&R Order

We next consider the Newsome plaintiffs' arguments concerning the D&R order. They argue, first, that it was reversible error for the trial court to consider the D&R order or any other materials related to Newsome's menacing case, because, they allege, the expungement-reversal order was "counterfeit" and the expungement order was therefore

still in effect and barred consideration of the D&R order. They additionally argue that, even if the trial court could consider the D&R order, the release clause in that order is unenforceable and that the trial court therefore erred to the extent it concluded that the release clause barred the Newsome plaintiffs from pursuing civil claims against the defendants stemming from Newsome's menacing arrest. Neither of those arguments has merit.

1. Standard of Review

The Newsome plaintiffs are essentially arguing that the D&R order is inadmissible as evidence in the underlying action. This Court has explained that we will reverse a trial court's decision to consider evidence submitted in conjunction with a summary-judgment motion only if it is established that the trial court exceeded its discretion in doing so. Swanstrom v. Teledyne Cont'l Motors, Inc., 43 So. 3d 564, 574 (Ala. 2009). To the extent the Newsome plaintiffs argue that the trial court erred in holding that the release clause in the D&R order bars their claims, we review that issue de novo. See McDonald v. H&S Homes, L.L.C., 853 So.

2d 920, 923 (Ala. 2003) (explaining that the interpretation of an unambiguous provision is a question of law, which we review de novo).

2. The Validity of the Expungement-Reversal Order

As explained in the statement of facts above, after Seier moved the trial court to dismiss the Newsome plaintiffs' claims based on the release clause in the D&R order, Newsome petitioned the Shelby Circuit Court to expunge the records of his menacing charge. Once Newsome successfully obtained the expungement order, the Newsome plaintiffs argued to the trial court that § 15-27-16(a), Ala. Code 1975, barred the defendants from introducing the D&R order into evidence or from relying upon its release clause. But the Shelby Circuit Court later reversed the expungement order after concluding that Newsome had obtained the expungement order under false pretenses. That prompted the trial court to allow the defendants to submit evidence related to Newsome's menacing charge -- including the D&R order. And the trial court relied upon the D&R order when entering its judgments in favor of the defendants.[8] Indeed, in

[8]We note that, although Bullock was the only defendant who signed the D&R order, the language of its release clause is broad enough to

granting Bullock's summary-judgment motion, the trial court expressly held that "Newsome executed a valid and binding release."

The Newsome plaintiffs nonetheless argue that it was reversible error for the trial court to consider the D&R order because, they allege, the expungement-reversal order was "counterfeit" and the expungement order -- and the concomitant prohibition on using any records related to Newsome's menacing charge -- was therefore still in effect. Although the Newsome plaintiffs repeatedly use the term "counterfeit" to describe the expungement-reversal order, they are not alleging that the judge's signature on that order was forged; rather, they dispute the conclusions set forth in the order, challenge the court's jurisdiction to enter the order, and argue that the order has no effect because it was not entered into the State Judicial Information System ("SJIS"). Newsome previously made these arguments when he filed petitions with the Court of Criminal

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encompass claims asserted against "organizations or persons in any way related to the matter." See discussion, infra.

Appeals and this Court.[9] Those petitions were denied. The arguments presented in those petitions are no more persuasive this time around.

As the Court of Criminal Appeals explained in its order denying Newsome's petition, the Shelby Circuit Court had jurisdiction to consider whether Newsome filed his petition for expungement under false pretenses pursuant to § 15-27-17, which provides that an order of expungement "shall be reversed" if the court determines that the petition for expungement was filed under false pretenses. The Court of Criminal Appeals noted that, because § 15-27-17 provides no time frame in which a motion to set aside an expungement order must be filed or in which a ruling on such a motion must be made, the court had jurisdiction to reverse the expungement order notwithstanding the fact that it did so

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[9]Section 15-27-5(c), Ala. Code 1975, provides that the ruling of a court on a request for expungement of a criminal record "shall be subject to certiorari review." In Bell v. State, 217 So. 3d 962, 963 (Ala. Crim. App. 2016), the Court of Criminal Appeals explained that, because Rule 39, Ala. R. App. P., only contemplates certiorari petitions filed with the Supreme Court seeking review of a decision made by one of the intermediate appellate courts, certiorari petitions seeking review of a ruling on a request for expungement are governed by Rule 21(c), Ala. R. App. P., which applies to extraordinary writs other than writs of mandamus and prohibition.

more than 30 days after that order was entered. In light of the evidence, the Court of Criminal Appeals further concluded that it could "find no abuse of discretion in the trial court's finding that the petition for expungement was filed under false pretenses in contravention of the agreement signed by the parties."

After failing to obtain relief from the Court of Criminal Appeals, Newsome petitioned this Court for a writ of certiorari or, in the alternative, a writ of mandamus, directing the Shelby Circuit Court to vacate its order reversing the expungement order. In an April 27, 2018, order, we denied Newsome's petition but directed the Shelby Circuit Court to enter the expungement-reversal order into the SJIS. The Newsome plaintiffs state that, despite this Court's April 2018 order, the Shelby Circuit Court still has not entered the expungement-reversal order into the SJIS. Accordingly, they repeat their argument that the expungement-reversal order is invalid because it is not in the SJIS.

We reject that argument. When this Court directed the Shelby Circuit Court to enter the expungement-reversal order into the SJIS in April 2018, we implicitly held that that order was valid and that the

evidence supported the court's exercising its discretion to reverse the expungement order. We expressly confirm that now. The Newsome plaintiffs' argument that the expungement-reversal order is "counterfeit" and that the trial court therefore erred by allowing the defendants to introduce the D&R order in this action is without merit.

3. The Validity of the Release Clause in the D&R Order

The Newsome plaintiffs argue that, even if the trial court could consider the D&R order, the release clause in that order is unenforceable because (1) the D&R order violates Alabama law against compounding; (2) any legal effect the D&R order might have had ended once Newsome's menacing case was officially dismissed five months later; (3) the release clause constitutes a punishment not permitted by law; (4) the release clause was obtained by fraud; and (5) the release clause is invalid under federal law. We consider these arguments in turn.

a. Whether the D&R order violates Alabama law prohibiting compounding

The Newsome plaintiffs first argue that, because the D&R order provided that Newsome's menacing case would be dismissed if, among

other things, he released "all civil and criminal claims stemming directly or indirectly from this case," the D&R order violates § 13A-10-7(a), Ala. Code 1975, which provides that "[a] person commits the crime of compounding if he gives or offers to give, or accepts or agrees to accept, any pecuniary benefit or other thing of value in consideration for ... [re]efraining from seeking prosecution of a crime." The Newsome plaintiffs fail to acknowledge, however, that this Court expressly held that "[r]elease-dismissal agreements are not invalid per se" in Gorman v. Wood, 663 So. 2d 921, 922 (Ala. 1995), another case in which an individual sought to file a lawsuit after signing a release in exchange for having his criminal charges dismissed. The Gorman Court explained:

> "We have studied the general release in this case. The plaintiff admits that he signed the release and that [his criminal cases] ... were dismissed when the release was signed. When the plaintiff signed the release, he was represented by an attorney, who had drafted the release and who notarized the plaintiff's signature. The plaintiff does not allege that the release was obtained by fraud. The release is not ambiguous. Therefore, the plain and clear meaning of the terms of the release document must be given effect."

Id.

Although Gorman did not directly address § 13A-10-7, the United States District Court for the Middle District of Alabama addressed that statute in Penn v. City of Montgomery, 273 F. Supp. 2d 1229, 1237 (M.D. Ala. 2003), and concluded that a prosecutor's decision to dismiss pending criminal charges did not constitute "refraining from seeking prosecution of a crime" as that term is used in § 13A-10-7(a) and that release-dismissal agreements simply did not constitute "the kind of conduct which the Alabama Code has said constitutes the crime of compounding." The Penn court further explained that this Court had effectively held as much in Gorman though it did not expressly state its holding in those terms. 273 F. Supp. 2d at 1238.[10] The Newsome plaintiffs' argument -- that the release clause in the D&R order has no effect because the order was void under § 13A-10-7 -- is without merit.

b. Whether the release clause was no longer binding after Newsome's menacing case was dismissed

[10]The United States Court of Appeals for the Eleventh Circuit affirmed the holding of Penn in Penn v. City of Montgomery, 381 F.3d 1059, 1062-63 (11th Cir. 2004), similarly concluding that § 13A-10-7 does not bar release-dismissal agreements and noting that this Court had implicitly recognized that fact in Gorman.

The Newsome plaintiffs next argue that the D&R order was essentially an interlocutory order that became unenforceable after a final judgment was entered five months later dismissing Newsome's criminal case. In support of this argument, they cite multiple family-law cases for the proposition that a settlement agreement that is merged into a final judgment can no longer be enforced as a contract. See, e.g., Turenne v. Turenne, 884 So. 2d 844, 849 (Ala. 2003) (explaining that the appellant had "no claim that can be enforced on a contract theory ... because the settlement agreement was merged into the divorce judgment"). Thus, they argue, the defendants cannot now enforce the release clause in the D&R order because the D&R order was subsumed by the final judgment dismissing Newsome's case.

The Newsome plaintiffs misread Turenne and the other cases upon which they rely; to the extent those family-law cases apply, they do not support the conclusion that the D&R order ceased being valid when Newsome's case was dismissed. In Turenne, this Court quoted the following passage from Killen v. Akin, 519 So. 2d 926, 930 (Ala. 1988):

> " 'The question whether a separation agreement or a property settlement is merged in the decree or survives as an independent agreement depends upon the intention of the parties and the court ....' East v. East, 395 So. 2d 78 (Ala. Civ. App. 1980), cert. denied, 395 So. 2d 82 (Ala. 1981). If there is an agreement between the parties and it is not merged or superseded by the judgment of the court, it remains a contract between the parties and may be enforced as any other contract."

Thus, a settlement agreement is not always subsumed within the final judgment; rather, it depends upon "the intention of the parties and the court." 519 So. 2d at 930. It is clear here that the parties to the D&R order intended for it to survive as an independent agreement, most notably because of the broad release clause contained in the order. It would be irrational to include a release clause that would no longer have any effect once Newsome received the benefit of his bargain and the criminal charge was dismissed, and we will not read the D&R order in a manner that would be contrary to its terms and allow such a result. The Newsome plaintiffs are entitled to no relief on the basis of this argument.

c. Whether the release clause imposed a punishment not authorized by law

The Newsome plaintiffs next argue that the release clause should not be enforced because, they argue, it constitutes a punishment not permitted by Alabama law. In support of this argument, they cite § 15-18-1(a), Ala. Code 1975, which provides that "[t]he only legal punishments, besides removal from office and disqualification to hold office, are fines, hard labor for the county, imprisonment in the county jail, imprisonment in the penitentiary, which includes hard labor for the state, and death." Notably, the Newsome plaintiffs state, requiring a defendant to release legal claims he or she may have is not a sentencing option under § 15-18-1(a).

As explained above in our discussion of § 13A-10-7 and Gorman, release-dismissal agreements are permitted by Alabama law. The Newsome plaintiffs fail to recognize that a party voluntarily releasing legal claims he or she may have in return for the dismissal of criminal charges is not receiving a sentence of punishment that must comply with § 15-18-1(a); rather, that party is making a decision to release those claims so as to avoid entirely the possibility of a sentence including any

of the punishment contemplated by § 15-18-1(a). This argument therefore fails.

d. Whether the release clause is void because the D&R order was obtained through fraud

In Gorman, this Court noted that there was no allegation in that case that the release-dismissal agreement at issue had been obtained by fraud. 663 So. 2d at 922. In contrast, the Newsome plaintiffs have alleged that the D&R order was the product of fraud, and they argue that "[a] release obtained by fraud is void." Taylor v. Dorough, 547 So. 2d 536, 540 (Ala. 1989). They specifically point to their allegation that the defendants concealed the "fact" that Newsome's parking-lot confrontation with Bullock was planned and staged by them to set Newsome up for a false charge of menacing. They further represent that Newsome never would have signed the D&R order and agreed to release any potential claims if he had known of the defendants' alleged conspiracy.

Although it is true that a release obtained by fraud is void, the Newsome plaintiffs' argument fails because, despite the extensive discovery that has been conducted, they have not identified substantial

evidence supporting their allegation that the D&R order was obtained through fraud. See, e.g., Anderson v. Amberson, 905 So. 2d 811, 816 (Ala. Civ. App. 2004) (affirming the summary judgment entered on one of the plaintiff's claims because the plaintiff "did not present substantial evidence supporting his claim of fraud in the inducement pertaining to the release"). The defendants have consistently maintained throughout this litigation that there was no conspiracy and that, apart from Cooper and Balch, they did not even know one another before the Newsome plaintiffs named them as defendants in this action; the evidence they submitted with their summary-judgment motions supports this position.[11] The Newsome plaintiffs' only counter has been to claim that the defendants are all linked by Gottier and the telephone number 205-410-1494. But the undisputed evidence has established that the telephone number 205-410-1494 is not a working telephone number and that it is not assigned to or

[11]The Newsome plaintiffs assert that the defendants have "simply ignored [their] claim for fraudulent concealment and have done nothing to rebut [the Newsome plaintiffs'] prima facie case that the release is not valid." Newsome plaintiffs' brief, p. 78. This assertion is disingenuous. The record is replete with instances of the defendants claiming that there was no conspiracy that was fraudulently concealed from Newsome.

operated by Gottier. Simply put, no fair-minded person in the exercise of impartial judgment could reasonably infer -- based on the evidence before the trial court as opposed to mere speculation and conjecture -- that the defendants conspired to stage an altercation that would result in Newsome's arrest. See § 12-21-12, Ala. Code 1975; West v. Founders Life Assurance Co. of Florida, 547 So. 2d 870, 871 (Ala. 1989) (defining substantial evidence). Because the Newsome plaintiffs have not adduced substantial evidence to support their allegation that the D&R order containing the release was the product of fraud, we will not conclude that the D&R order is unenforceable on that basis.

e. Whether the release clause is void under federal law

Finally, the Newsome plaintiffs argue that this Court should apply the decision of the Supreme Court of the United States in Town of Newton v. Rumery, 480 U.S. 386 (1987), and conclude on that authority that the release clause in the D&R order is invalid. In Rumery, the plaintiff, who had been arrested for tampering with a witness, executed a release-dismissal agreement in which he agreed to release any claims against the town employing the police officers who had arrested him, town officials,

and his victim in exchange for the dismissal of the criminal charges he faced. In spite of that agreement, the plaintiff thereafter sued the town and certain town officials alleging civil-rights violations under 42 U.S.C. § 1983, but his case was dismissed after the federal district court concluded that his decision to execute the release had been voluntary, deliberate, and informed. The United States Court of Appeals for the First Circuit reversed the district court's judgment, however, adopting a per se rule invalidating release-dismissal agreements. The case was then appealed to the United States Supreme Court, which reversed the Court of Appeals' judgment, explaining that, "although we agree that in some cases these agreements may infringe important interests of the criminal defendant and of society as a whole, we do not believe that the mere possibility of harm to these interests calls for a per se rule." 480 U.S. at 392. The Court then considered (1) whether the release-dismissal agreement was voluntary; (2) whether there was evidence of prosecutorial misconduct; and (3) whether enforcement of the agreement would adversely affect the relevant public interests. Concluding that all of those factors weighed in favor of enforcing the agreement, the Court ruled that

the release-dismissal agreement was valid and that it required the dismissal of the plaintiff's § 1983 action.

It is not clear why the Newsome plaintiffs believe it would benefit their position if this Court adopts the holding in Rumery. Like the plaintiff in Rumery, Newsome, after receiving advice from counsel, executed an agreement releasing his claims against the local municipality, government officials, and the victim of his crime. The D&R order indicates on its face that Newsome voluntarily agreed to its terms. Moreover, there is no evidence, or even an allegation, of prosecutorial misconduct, and enforcing the D&R order according to its terms would not adversely affect any public interest. In sum, nothing in Rumery supports the Newsome plaintiffs' argument that the D&R order should not be enforced.

4. The Effect of the Release Clause in the D&R Order

Having established that the release clause in the D&R order is valid and enforceable, we must next determine its effect. By executing the D&R order in his menacing case, Newsome granted "a full, complete and absolute Release of all civil and criminal claims stemming directly or

indirectly from this case ... to any other complainants, witnesses, associations, corporations, groups, organizations or persons in any way related to this matter." (Emphasis in original.) The theory of the Newsome plaintiffs' case is that the defendants combined to stage the parking-lot confrontation between Newsome and Bullock so that Newsome would be arrested on a false charge. All the claims asserted by Newsome against the defendants -- malicious prosecution, abuse of process, false imprisonment, the tort of outrage, defamation, invasion of privacy, conspiracy, and intentional interference with a business relationship -- stem at least indirectly from his menacing case and are accordingly within the scope of the release clause.

We further note that, although Bullock was the only one of the defendants to sign the D&R order, the language of its release clause is broad enough to encompass claims asserted against "organizations or persons in any way related to this matter." See also Conley v. Harry J. Whelchel Co., 410 So. 2d 14, 15 (Ala. 1982) (explaining that the broad and unambiguous terms of a release barred the plaintiffs from pursuing claims against defendants who were not parties to the agreement containing the

release). Again, the entire theory of the Newsome plaintiffs' case is that the defendants were all involved in the alleged conspiracy leading to his menacing arrest. The Newsome plaintiffs have not claimed that the defendants are not "related to" Newsome's menacing case. And they could not credibly do so -- their alleged combined involvement is the essence of this lawsuit. In its orders entering summary judgments for the defendants, the trial court cited the release clause only as a basis for the judgment entered in favor of Bullock. Nevertheless, "we will affirm a summary judgment if that judgment is proper for any reason supported by the record, even if the basis for our affirmance was not the basis of the decision below." DeFriece v. McCorquodale, 998 So. 2d 465, 470 (Ala. 2008). The release clause in the D&R order barred Newsome from pursuing any civil claims "stemming directly or indirectly" from his menacing case against any "complainants, ... organizations or persons in any way related to [that] matter." This includes all the claims Newsome has individually asserted against Cooper, Balch, Bullock, Seier, and Gottier, and the judgments entered in favor of the defendants on those claims were therefore proper.

C. The Claims Asserted by Newsome Law

The materials filed by the Newsome plaintiffs throughout this action generally treat the claims they have asserted as collective claims held by both Newsome and Newsome Law. Nevertheless, it is apparent that the majority of those claims are personally held only by Newsome individually. The Newsome plaintiffs have cited no authority to this Court, and the facts in the record would not support, any claim by Newsome Law alleging malicious prosecution, abuse of process, false imprisonment, the tort of outrage, defamation, or invasion of privacy. But the Newsome plaintiffs' complaint, as amended, does allege colorable intentional-interference-with-a-business-relationship and conspiracy claims against Cooper and Balch that might be held by Newsome Law. We therefore review de novo the summary judgment entered on those claims. SE Prop. Holdings, LLC v. Bank of Franklin, 280 So. 3d 1047, 1051 (Ala. 2019) ("This Court applies a de novo standard of review to a summary judgment.").

Newsome Law's intentional-interference claims are based on e-mails that Cooper sent to their shared banking clients seeking to obtain more

legal work from those clients for Cooper and Balch. In White Sands Group, L.L.C. v. PRS II, LLC, 32 So. 3d 5, 14 (Ala. 2009), this Court clarified that the tort of intentional interference with a business relationship includes the following elements: "(1) the existence of a protectible 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." But, even if these elements are met, a defendant can avoid liability by proving the affirmative defense of justification. 32 So. 3d at 13. In entering the summary judgment for Cooper and Balch, the trial court concluded that they had proven justification as a matter of law:

> "[The] claims for intentional interference against Cooper fail, first and foremost, because of the competitor's privilege -- the affirmative defense known as justification. Both Newsome and Cooper are banking lawyers and Cooper was justified in competing for the business of their ongoing clients, IberiaBank, Renasant Bank, and Bryant Bank. See Bama Budweiser of Montgomery, Inc. v. Anheuser-Busch, Inc., 611 So. 2d 238, 247 (Ala. 1992) ('[B]ona fide business competition is a justification for intentional interference with a competitor's business.'); Bridgeway Communications, Inc. v. Trio Broadcasting, Inc., 562 So. 2d 222, 223 (Ala. 1990) (holding that legitimate economic motives and bona fide business competition qualify as justification for intentional

> interference with a competitor's business). Cooper was a competitor of Newsome's, represented the same banks as Newsome, and was, thus, allowed to contact those clients. Justification is a complete defense to an intentional interference claim."

The Newsome plaintiffs argue that the trial court erred because justification is a question for the jury and, in any event, does not apply when the defendant has acted improperly. See White Sands Grp., 32 So. 3d at 18-19 (explaining that "[j]ustification is generally a jury question" and that the nature of the defendant's conduct is paramount and noting that, although competitors are not necessarily expected to be gentlemen, there is no privilege when devious and improper means have been used). The Newsome plaintiffs state that Cooper's actions were outside the bounds of lawful competition; we disagree. First, as already explained, the Newsome plaintiffs have produced nothing more than speculation to support their theory that Cooper was part of a conspiracy involving Bullock, Seier, and Gottier. Second, although the Newsome plaintiffs state that Cooper's e-mails to their shared banking clients cannot be considered lawful competition because, the Newsome plaintiffs allege, such solicitations are prohibited by the Alabama Rules of Professional

Conduct, they are simply wrong in this regard. Solicitations made to current clients are not barred by Rule 7.3, Ala. R. Prof. Cond., which regulates the solicitation of "prospective clients" but by its terms exempts solicitations to parties with whom an attorney has a "current or prior professional relationship." See also Ala. State Bar Ethics Op. No. 2006-01, June 21, 2006 ("Current and former clients are ... excluded from the prohibition against direct solicitation. Due to their previous or ongoing interaction with the attorney, current or former clients will have a sufficient basis upon which to judge whether to continue or reactivate a professional relationship with a particular attorney."). Moreover, although Cooper forwarded news of Newsome's arrest and his mug shot to a friend who was an executive at one of their shared banking clients, he did not misrepresent any facts related to Newsome's arrest, and we do not consider this to be the sort of devious and improper act that would defeat a justification defense. See White Sands Grp., 32 So. 3d at 19-20 (describing acts of misrepresentation and concealment that have defeated justification defenses in other actions).

Finally, by indicating that justification is generally a jury question, White Sands Group implicitly recognized that a summary judgment may nonetheless be appropriate in instances where the party asserting that affirmative defense carries its burden. 32 So. 3d at 20 (concluding that the defendant "failed to carry its burden of showing that it is entitled to a judgment as a matter of law on its affirmative defense of justification"). This is such a case. The Newsome plaintiffs have not put forth substantial evidence indicating that Cooper acted improperly, and the trial court therefore correctly held that the asserted intentional-interference-with-business-relations claims should not be submitted to the jury.[12] And because Cooper and Balch were entitled to a judgment as a matter of law on Newsome Law's intentional-interference claims, they were also entitled to a judgment as a matter of law on Newsome Law's conspiracy claims. See Alabama Psych. Servs., P.C. v. Center for Eating

[12]To the extent Newsome may have personally asserted intentional-interference claims against Cooper and Balch based on e-mails Cooper sent to their shared clients that did not reference Newsome's menacing arrest, summary judgment was properly entered in favor of Cooper and Balch on the basis of justification even if those claims were not covered by the release clause in the D&R order.

Disorders, L.L.C., 148 So. 3d 708, 715 (Ala. 2014) (explaining that conspiracy is not an independent cause of action and that, because "[the plaintiff] did not prove its underlying cause of action (intentional interference with business relations), [the defendants] also were entitled to a [judgment as a matter of law] as to [the plaintiff's] conspiracy claim").

D. The ALAA Awards

In accordance with the ALAA, the trial court awarded attorney fees and costs to the defendants in the following amounts: $56,283 for Balch; $56,317 for Bullock; $78,341 for Seier; and $1,250 for Gottier. The Newsome plaintiffs argue that those awards should be reversed because, they argue, "the trial court's erroneous reliance on the counterfeit [expungement-reversal] order infected its ALAA findings and [the Newsome plaintiffs'] legal arguments regarding the 'release' were made in good faith." Newsome plaintiffs' brief, p. 91. For the reasons that follow, the awards entered by the trial court are affirmed.

Section 12-19-272(a), Ala. Code 1975, provides that a trial court "shall" award reasonable attorney fees and costs when an attorney or party "has brought a civil action, or asserted a claim therein, ... that a

court determines to be without substantial justification." "[W]ithout substantial justification" means that the action "is frivolous, groundless in fact or in law, or vexatious, or interposed for any improper purpose, including without limitation, to cause unnecessary delay or needless increase in the cost of litigation, as determined by the court." § 12-19-271(1), Ala. Code 1975. This Court has stated that "[t]he standard of review for an award of attorney fees under the ALAA depends upon the basis for the trial court's determination for the award." McDorman v. Moseley, [Ms. 1190819, September 18, 2020] ___ So. 3d ___, ___ (Ala. 2020). We further explained:

> "If a trial court finds that a claim or defense is without substantial justification because it is groundless in law, that determination will be reviewed de novo, without a presumption of correctness. Pacific Enters. Oil Co. (USA) v. Howell Petroleum Corp., 614 So. 2d 409 (Ala. 1993). If, however, a trial court finds that a claim or defense is without substantial justification using terms or phrases such as 'frivolous,' 'groundless in fact,' 'vexatious,' or 'interposed for any improper purpose,' that determination will not be disturbed on appeal unless it is clearly erroneous, without supporting evidence, manifestly unjust, or against the great weight of the evidence. Id."

Moseley, ___ So. 3d at ___. The trial court expressly stated in its order awarding Balch, Bullock, Seier, and Gottier attorney fees and costs that the Newsome plaintiffs' "claims were without substantial justification because they were frivolous, groundless in fact, vexatious, or were interposed for an improper purpose of harassment, delay, or abusing discovery." Accordingly, we will reverse the awards made by the trial court only if the Newsome plaintiffs show that those awards were "clearly erroneous, without supporting evidence, manifestly unjust, or against the great weight of the evidence." Id.

The Newsome plaintiffs argue that the awards entered under the ALAA must be reversed because, they say, the trial court erred by giving effect to the expungement-reversal order and because, they say, their arguments that the release was invalid were made in good faith. We have already explained above that the trial court did not err by relying upon the expungement-reversal order. Indeed, both the Court of Criminal Appeals and this Court denied the petitions that Newsome brought litigating this same point in September 2017 and April 2018, respectively, and the orders denying those petitions should have put the Newsome

plaintiffs on notice that their position lacked merit. Nevertheless, the Newsome plaintiffs continue to ignore those orders and maintain that the expungement-reversal order was "counterfeit." It was not.

The Newsome plaintiffs also state that their arguments that the release clause in the D&R order was invalid were made in good faith and that the trial court's judgments should be reversed to the extent that court held otherwise. We disagree. Newsome is an attorney, and he executed the one-page D&R order containing the release clause after consulting with counsel. That release clause is unambiguous. Yet, instead of abiding by the clear terms of the release clause, Newsome sought to suppress the D&R order using the expungement statutes. As the trial court explained:

> "Newsome exhibited bad faith in attempting to have his Shelby County arrest (the very arrest that resulted in his mug shot being taken and began the debacle of this lawsuit) expunged with the stated intent of using that expungement as an offensive weapon against [the] defendants in this lawsuit. The court takes judicial notice of Newsome's misrepresentation to the Circuit Court of Shelby County, whereby he claimed to be in compliance with all terms of his deferred prosecution agreement, including the release of all related civil claims. The court takes further judicial notice of the Shelby County court's finding that Newsome made a 'false representation' regarding his claims in this lawsuit constituting 'false pretenses' under Alabama law. This finding was affirmed by

> the Alabama Court of [Criminal] Appeals, and the Alabama Supreme Court denied Newsome's petition for certiorari review. [The Newsome] plaintiffs' attempt to unlawfully use Alabama's expungement statute for the stated purposes of attacking [the] defendants in this lawsuit is further evidence of [the Newsome] plaintiffs' bad faith."

The Newsome plaintiffs cannot maintain that their arguments regarding the release clause were made in good faith.

Moreover, although the Newsome plaintiffs focus their arguments challenging the awards made under the ALAA on the expungement-reversal order and the release clause, the trial court explained that it was making those awards not just because of the Newsome plaintiffs' questionable actions attempting to suppress the D&R order, but because their entire lawsuit was groundless in fact:

> "Although the court first granted [the] defendants summary judgment early on in this case, [the Newsome] plaintiffs asked for further opportunity to prove their claims. The court granted them that opportunity[;] however, [the Newsome] plaintiffs have provided no further credible evidence after conducting extensive discovery than they had in 2015 when they filed this action. Defendants continuously contended [the Newsome] plaintiffs' claims were fabricated, outrageous, and entirely unsupported.
>
> "....

> "Despite [the] defendants' repeated assertions, including sworn testimony, that they never knew each other before the filing of this lawsuit, [the Newsome] plaintiffs refused to voluntarily dismiss their conspiracy-related claims. Further, during the course of additional discovery, [the Newsome] plaintiffs produced no admissible evidence of any kind supporting their claims that these defendants knew each other and conspired to commit any underlying act. [The Newsome] plaintiffs could have dismissed the amended conspiracy claims alleged against Cooper, Balch, and Gottier once it learned from Verizon that the telephone number that [the Newsome] plaintiffs thought was their lynchpin was only a routing number. However, they did not.
>
> "... Instead of reducing or dismissing invalid claims and dismissing some or all of [the] defendants, [the Newsome] plaintiffs ignored contrary evidence and made no effort at dismissal or reduction. Rather, [the Newsome] plaintiffs continued to add invalid claims and a new party, Gottier, in the face of clear evidence that their claims were frivolous."

Considering the facts of the case, we agree with the trial court that the ALAA awards are supported by the evidence and appropriate under the circumstances. Those awards are therefore affirmed.

Conclusion

The Newsome plaintiffs sued the defendants asserting various claims based on their allegation that the defendants combined together to have Newsome arrested on a false menacing charge to damage his

reputation and law practice. But the Newsome plaintiffs failed to produce substantial evidence supporting their claims even after conducting extensive discovery; the trial court therefore entered summary judgments in favor of the defendants. The trial court further awarded attorney fees and costs because the Newsome plaintiffs had subjected the defendants to almost three and a half years of litigation even though the asserted claims were without substantial justification. For the reasons explained herein, the summary judgments entered by the trial court and its awards of attorney fees are affirmed.

1180252 -- AFFIRMED.

1180302 -- AFFIRMED.

Parker, C.J., and Bolin, Shaw, Bryan, Mendheim, Stewart, and Mitchell, JJ., concur.

Sellers, J., recuses himself.