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# **SUPREME COURT OF ALABAMA**

**OCTOBER TERM, 2025-2026**

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**SC-2025-0191**

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**EFS, Inc., d/b/a Quik Pawn Shop**

**v.**

**Murray Lee and Kimberly Lee**

**Appeal from Jefferson Circuit Court  
(CV-18-902217)**

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**SC-2025-0208**

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**Murray Lee and Kimberly Lee**

**v.**

**EFS, Inc., d/b/a Quik Pawn Shop**

**Appeal from Jefferson Circuit Court  
(CV-18-902217)**

WISE, Justice.

In case number SC-2025-0191, EFS, Inc., d/b/a Quik Pawn Shop ("Quik Pawn"), appeals from the Jefferson Circuit Court's judgment in favor of the plaintiffs, Murray Lee and Kimberly Lee. In case number SC-2025-0208, the Lees cross-appeal from the trial court's order granting Quik Pawn's motion in limine to exclude evidence. We reverse the trial court's judgment and render a judgment in favor of Quik Pawn in case number SC-2025-0191, and we dismiss the Lees' cross-appeal in case number SC-2025-0208 as moot.

**Facts and Procedural History**

In 2016, the Lees employed Debra Champion to clean their house in Mountain Brook. Champion had a key to the Lees' house and the code for their security system. At times other individuals, including Champion's son, Alex Brandon Burkett, assisted Champion in cleaning the Lees' house. The Lees were often not at home when their house was being cleaned. The Lees testified that they had met Champion's son, that they knew his name was Brandon, and that they did not know his last name. The Lees testified that, at some point, they were told that Burkett

had gotten a different job and was no longer helping Champion clean houses.

In either the fall of 2016 or the spring of 2017, the Lees noticed cash missing from their house. Kimberly confronted Champion about the missing money. Champion told Kimberly that one of the women who had assisted her in cleaning their house must have taken the money and that she had let the woman go. The Lees testified that they believed Champion's explanation, and Champion continued to work for the Lees. Approximately three to six months later, Murray noticed that some of his prescription medication was missing. Kimberly testified that, around that time, the Lees also discovered some foreign currency that had been lying on the bathroom counter was missing. Kimberly confronted Champion about the missing medication, but she could not remember if she mentioned the missing foreign currency. Champion pointed out that the Lees had recently been on vacation and stated that maids in hotels would sometimes steal medication. The Lees thought that Champion's explanation was reasonable, and Champion continued to work for the Lees.

One evening, one of Kimberly's friends telephoned Kimberly and told her that she had noticed a ring missing after Champion had cleaned her house. The friend told Kimberly that she had told Champion that she would not press charges if the ring was returned to her, that Champion had said something about Brandon and a pawnshop, that Champion had said that she was going to get the ring back and return it, and that Champion ultimately returned the ring. After receiving that telephone call, the Champions discovered that their Gorham sterling-silver silverware was missing. Murray telephoned Champion and told her that they needed to talk. Champion told Murray that she would be there the next day, but they never saw or heard from Champion again. Murray testified that, the following day, he went to the Mountain Brook Police Department ("the MBPD") headquarters to file a police report. The report was filed on November 30, 2017. Evidence was presented indicating that the Lees subsequently discovered that various pieces of jewelry were also missing from their house. The Lees did not know the dates on which the property was taken from their house and did not know who actually took the property from their house.

Richard Pollard, who was working as a detective sergeant with MBPD at the time, was assigned to investigate the Lees' case.<sup>1</sup> Pollard testified that he had previously been involved in the investigation of a first-degree-theft-of-property report filed by Cathy Friedman on November 11, 2016. Friedman reported that two rings were missing from her house. Friedman told law-enforcement officers that she had employed a "Ms. Perez" and a "Ms. Champion" to clean her house and that both had brought in other people to assist them. Friedman told Pollard that Champion's son had been to her house to help Champion and that the son did not have the same last name same as Champion. During that investigation, Pollard learned Champion's full name and determined that Burkett was Champion's son. Pollard testified that he searched to see how many transactions Burkett had had with pawnshops since the beginning of 2016 and that he thought that it was around 180 to 185 transactions. He then started looking to see if anything Burkett had sold to a pawnshop was similar to the rings Friedman had described as missing, that he found rings Burkett had sold to Choice Pawn during that

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<sup>1</sup>At the time of the trial, Pollard had retired from the MBPD and was working as court security at a federal courthouse.

period that generally matched the description of Friedman's rings, that Friedman had provided him with a photograph of the rings, that he went to Choice Pawn's shop and compared the rings there with the photograph, that he positively identified that the rings at Choice Pawn's shop were identical to those in the photograph, and that he seized the rings. Pollard swore out a warrant for Burkett on November 17, 2016, and Burkett was eventually arrested. On May 23, 2017, Burkett pleaded guilty to fourth-degree receiving stolen property and ultimately was placed on probation.

Pollard testified that he was subsequently assigned to investigate the Lees' case. Pollard testified that the Lees' report listed Champion as a suspect and that, as a result of the November 2016 investigation, he immediately realized that Burkett was a good suspect. When investigating the Lees' report, Pollard ran various searches in LeadsOnline, which is an online service that pawnshops use to report transactions to law-enforcement authorities, including a search for Burkett and a search for Gorham silverware. Pollard testified that the results of his search on Burkett indicated that Burkett had been to several pawnshops where he might have sold items that he had stolen from the Lees. One of those shops was owned by Quik Pawn. Pollard

discovered that, on February 9, 2017, Burkett had sold some silverware to Quik Pawn, but Quik Pawn had sold that silverware some months earlier. The Lees presented evidence indicating that Quik Pawn sold the silverware on March 20, 2017, for \$272.80.

Evidence was presented indicating that, starting on November 16, 2016, Burkett engaged in numerous transactions in which he either sold or pawned various items to Quik Pawn. Kimberly testified that the silverware Burkett sold to Quik Pawn was the same pattern of silverware that had been stolen from the Lees' house and that she believed that the silverware belonged to them. Evidence was also presented indicating that Burkett had pawned or sold various pieces of jewelry to Quik Pawn on November 17, 2016, February 24, 2017, March 10, 2017, and April 3, 2017, and Kimberly testified about some of the pieces of jewelry listed in those transactions that she believed belonged to her family. Evidence was presented indicating that Quik Pawn no longer had those pieces of jewelry and that the Lees were not able to recover them.

Pawn tickets for many of Burkett's transactions with Quik Pawn were entered into evidence. Additionally, LeadsOnline reports for three of the transactions involving property the Lees alleged was theirs were

admitted into evidence. Each of the pawn tickets and LeadsOnline reports introduced incorrectly listed Burkett's race as African-American rather than Caucasian. Additionally, the pawn tickets listed Burkett's height as "601.00." The LeadsOnline reports listed "N/A" in the height section, but a "Warning" box at the top of the report stated: "One or more fields could not be imported (Height: 601')." Pollard testified that other records indicated that Burkett was 6'1" tall.

The February 9, 2017, pawn ticket described the silverware as "12pc silverware." The LeadsOnline report for that transaction described the property as "GORHAM NMN 12 PC SILVERWARE." (Capitalization in original.) However, the receipt for the subsequent sale of the silverware described it as "1 GORHAM nmn 56 pc sterling silver ware se."

On June 1, 2018, the Lees sued Quik Pawn<sup>2</sup> in the Jefferson Circuit Court. The complaint asserted claims of negligence, civil conspiracy, and wantonness. The Lees requested compensatory and punitive damages.

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<sup>2</sup>Initially, the Lees named the defendant as "Quik Pawn Shop." They subsequently amended the complaint to substitute "EFS, Inc. d/b/a Quik Pawn Shop for the defendant, Quik Pawn Shop."

The Lees subsequently filed an amended complaint in which they added Jim's Super Pawn as an additional defendant. In the amended complaint, the Lees alleged:

"13. Defendants QUIK PAWN SHOP and JIM'S SUPER PAWN negligently, recklessly, and wantonly purchased and took receipt of the Plaintiffs' stolen property items at prices well below their fair market values without determining proper ownership or requiring proper documentation of ownership.

"14. Defendants QUIK PAWN SHOP and JIM'S SUPER PAWN negligently recklessly, and wantonly failed to take reasonable and sufficient steps to verify the property's ownership or ascertain whether the Plaintiffs' property had been stolen prior to purchasing and receiving said property.

"15. Defendants QUIK PAWN SHOP and JIM'S SUPER PAWN negligently, recklessly, and wantonly sold the Plaintiffs' stolen property to various unknown customers and substantially profited from those sales.

"16. Defendants QUIK PAWN SHOP and JIM'S SUPER PAWN negligently, recklessly, and wantonly failed to train, supervise, and monitor their agents, servants and employees regarding the proper steps for verifying the ownership of property being offered for pawn to ensure that said property has not been stolen.

"17. Defendants QUIK PAWN SHOP and JIM'S SUPER PAWN engaged in a civil conspiracy with the person(s) who stole the Plaintiffs' property.

"18. Defendants QUIK PAWN SHOP and JIM'S SUPER PAWN conspired with others to steal valuable property from the Plaintiffs and other similarly situated persons and pawn

said property for substantially less than the property's fair market value."

The Lees further asserted: "As a direct and proximate result of the Defendants' negligent, reckless, wanton, and conspiratorial conduct, the Plaintiffs have been deprived of valuable property in excess of \$20,000.00."

Quik Pawn filed a motion for a summary judgment and a renewed motion for a summary judgment. The trial court entered a summary judgment in favor of Quik Pawn as to the Lees' civil-conspiracy claim and as to the Lees' request for recovery for emotional distress or mental anguish. However, it denied the motion as to the Lees' negligence and wantonness claims. Quik Pawn also filed a motion in limine and a supplemental motion in limine in which it sought, in part, to exclude any evidence as to the value of the items allegedly stolen from the Lees' house. After a hearing, the trial court granted the motion limine with regard to evidence of the value of the allegedly stolen property.

A jury trial was held on the Lees' wantonness claim against Quik Pawn.<sup>3</sup> During the trial, Quik Pawn filed a motion for a judgment as a matter of law at the close of the Lees' case and a renewed motion for a judgment as a matter of law at the close of all the evidence. The jury returned a verdict in favor of the Lees and awarded them \$250,000 in punitive damages. On October 24, 2024, the trial court entered a final judgment on the verdict. On November 19, 2024, Quik Pawn filed a "Motion to Alter, Amend, or Vacate Judgment and Motion for New Trial" and a renewed motion for a judgment as a matter of law. Quik Pawn's postjudgment motions were subsequently denied by operation of law. Quik Pawn filed a notice of appeal to this Court, which was docketed as case number SC-2025-0191. The Lees subsequently filed a cross-appeal, which was docketed as case number SC-2025-0208.

#### Standard of Review

""""The standard of review applicable to a motion for directed verdict or judgment notwithstanding the verdict [now referred to as a preverdict and a postverdict motion for a judgment as a matter of law] is

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<sup>3</sup>During the trial, the Lees dismissed their negligence claim against Quik Pawn. After the trial, the Lees filed a motion to dismiss, with prejudice, their claims against Jim's Super Pawn.

identical to the standard used by the trial court in granting or denying the motions initially. Thus, when reviewing the trial court's ruling on either motion, we determine whether there was sufficient evidence to produce a conflict warranting jury consideration. And, like the trial court, we must view any evidence most favorably to the nonmovant."<sup>1</sup>

<sup>1</sup> Glenlakes Realty Co. v. Norwood, 721 So. 2d 174, 177 (Ala. 1998) (quoting Bussey v. John Deere Co., 531 So. 2d 860, 863 (Ala. 1988)).'

"Parker v. Williams, 977 So. 2d 476, 480 (Ala. 2007)."

Springhill Hosps., Inc. v. Critopoulis, 87 So. 3d 1178, 1180-81 (Ala. 2011).

"'" [T]his Court uses the same standard the trial court used initially in granting or denying a JML [judgment as a matter of law]. Palm Harbor Homes, Inc. v. Crawford, 689 So. 2d 3 (Ala. 1997). Regarding questions of fact, the ultimate question is whether the nonmovant has presented sufficient evidence to allow the case or the issue to be submitted to the jury for a factual resolution. Carter v. Henderson, 598 So. 2d 1350 (Ala. 1992). For actions filed after June 11, 1987, the nonmovant must present 'substantial evidence' in order to withstand a motion for a JML. See § 12-21-12, Ala. Code 1975; West v. Founders Life Assurance Co. of Florida, 547 So. 2d

870, 871 (Ala. 1989). A reviewing court must determine whether the party who bears the burden of proof has produced substantial evidence creating a factual dispute requiring resolution by the jury. Carter, 598 So. 2d at 1353. In reviewing a ruling on a motion for a JML, this Court views the evidence in the light most favorable to the nonmovant and entertains such reasonable inferences as the jury would have been free to draw. Motion Industries, Inc. v. Pate, 678 So. 2d 724 (Ala. 1996). Regarding a question of law, however, this Court indulges no presumption of correctness as to the trial court's ruling. Ricwil, Inc. v. S.L. Pappas & Co., 599 So. 2d 1126 (Ala. 1992).

"" Furthermore, a jury verdict is presumed to be correct, and that presumption is strengthened by the trial court's denial of a motion for a new trial. Cobb v. MacMillan Bloedel, Inc., 604 So. 2d 344 (Ala. 1992). In reviewing a jury verdict, an appellate court must consider the evidence in the light most favorable to the prevailing party, and it will set aside the verdict only if it is plainly and palpably wrong. Id."

"Delchamps, Inc. v. Bryant, 738 So. 2d 824, 830-31 (Ala. 1999)."

"I.C.U. Investigations, Inc. v. Jones, 780 So. 2d 685, 688 (Ala. 2000)."

Butler v. Town of Argo, 871 So. 2d 1, 11-12 (Ala. 2003).

### Discussion

#### Case Number SC-2025-0191

Quik Pawn argues that the trial court should have vacated the judgment and entered a judgment as a matter of law in its favor because the Lees failed to prove all the elements of wantonness.

"The Legislature has defined 'wantonness' as '[c]onduct which is carried on with a reckless or conscious disregard of the rights or safety of others.' Ala. Code 1975, § 6-11-20(b)(3). Wantonness involves 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.' Alfa Mut. Ins. Co. v. Roush, 723 So. 2d 1250, 1256 (Ala.1998) (emphasis added)."

Hobart Corp. v. Scoggins, 776 So. 2d 56, 58 (Ala. 2000).

"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. To be actionable, that act or omission must proximately cause the injury of which the plaintiff complains. Smith v. Davis, 599 So. 2d 586 (Ala. 1992).

"Proximate cause is an essential element of both negligence claims and wantonness claims. See Albert [v. Hsu, 602 So. 2d 895, 897 (Ala. 1992)]; Smith, supra. Proximate cause is an act or omission that in a natural and continuous sequence, unbroken by any new independent causes, produces

the injury and without which the injury would not have occurred. Thetford v. City of Clanton, 605 So. 2d 835, 840 (Ala. 1992). An injury may proximately result from concurring causes; however, it is still necessary that the plaintiff prove that the defendant's negligence caused the injury. Buchanan v. Merger Enterprises, Inc., 463 So. 2d 121 (Ala. 1984); Lawson v. General Telephone Co. of Alabama, 289 Ala. 283, 290, 267 So. 2d 132, 138 (1972)."

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

On appeal, Quik Pawn argues, among other things, that the Lees did not prove that its acts or omissions in this case were the proximate cause of the Lees' injury. In this case, the injury complained of by the Lees was the loss of the property stolen from their house and sold to Quik Pawn, which included silverware and various pieces of jewelry. At trial, the Lees presented evidence indicating that they believed that the silverware and some of the pieces of jewelry that Burkett had sold to Quick Pawn were the silverware and jewelry that was missing from their house. The Lees did not present any evidence to indicate that Quik Pawn had any involvement in the taking of their property. Rather, their claim was based on their assertion that Quik Pawn had acted wantonly when it purchased the property from Burkett.

In this case, the Lees presented evidence indicating that Quik Pawn failed to comply with provisions of the Alabama Pawnshop Act ("the

APA"), § 5-19A-1 et seq., Ala. Code 1975, during their transactions with Burkett. The APA sets forth requirements that pawnbrokers must follow when making a pawn or purchase transaction. Section 5-19A-3, Ala. Code 1975, provides:

"At the time of making the pawn or purchase transaction, the pawnbroker shall enter on the pawn ticket a record of the following information which shall be typed or written in ink and in the English language:

"(1) A clear and accurate description of the property, including model and serial number if indicated on the property.

"(2) The name, residence address, and date of birth of the pledgor or seller.

"(3) Date of the pawn or purchase transaction.

"(4) Type of identification and the identification number accepted from pledgor or seller.

"(5) Description of the pledgor including approximate height, sex, and race.

"(6) Amount of cash advanced.

"(7) The maturity date of the pawn transaction and the amount due.

"(8) The monthly rate and pawn charges."

Section 5A-19A-5, Ala. Code 1975, provides:

"(a) The pledgor or seller shall sign a statement verifying that the pledgor or seller is the rightful owner of the goods or is entitled to sell or pledge the goods and shall receive an exact copy of the pawn ticket which shall be signed or initialed by the pawnbroker or any employee of the pawnbroker.

"(b) The pawnbroker shall maintain a record of all transactions of pledged or purchased goods on the premises. A pawnbroker shall make available to the appropriate law enforcement agency a record of the transactions. These records shall be a correct copy of the entries made of the pawn or purchase transaction, except as to the amount of cash advanced or paid for the goods and the monthly pawnshop charge.

"(c) All goods purchased by the pawnbroker except for automobiles, trucks, and similar vehicles shall be maintained on the premises by the pawnbroker for at least fifteen business days before the goods may be offered for resale. Automobiles, trucks, and similar vehicles shall be maintained on the premises for 21 calendar days."

Evidence was also presented indicating that § 12-13-4(a) of the Birmingham Municipal Code provides, in pertinent part:

"It shall be the duty of every pawnbroker and every secondhand dealer to furnish to the police department by 12:00 noon on a daily basis, transaction data transmitted to a place and in a manner and format designated by the chief of police. This data shall include a complete description of all secondhand goods bought or exchanged and all personal property or other thing of value received during the preceding day. The daily reports should also include the name, sex, race, apparent age, personal identification card number, and place of residence of the person selling or exchanging any such secondhand goods or depositing or pledging such personal

property, together with the hour such goods or property was received, purchased, pledged or exchanged and any other data which the chief of police may reasonably and from time to time require. If the day the report is required to be made hereunder is a legal holiday and the pawnbroker or secondhand dealer required to make the report is not doing business on that day, then the required report may be made by noon on the next business day following such holiday."

The evidence at trial indicated that Burkett conducted a series of sales and pawn transactions at the Quik Pawn shop in East Lake, starting on November 17, 2016. Quik Pawn's purchase of the silverware on February 9, 2017, was the third such transaction. The Lees presented evidence indicating that the pawn tickets and any corresponding LeadsOnline entries for the transactions incorrectly listed Burkett's race as African-American. The pawn tickets and LeadsOnline entries indicated that Burkett's height was "601.00" or "601'" rather than 6'1". Additionally, the pawn tickets did not list the type of identification Burkett had provided. However, the LeadsOnline entries included Burkett's driver's license number. The Lees also asserted that the pawn ticket for Burkett's February 9, 2017, transaction did not include an accurate description of the silverware because it allegedly indicated that there were 12 pieces of silverware, but the receipt for the subsequent sale of the silverware indicated that there were 56 pieces. Thus, the Lees

presented evidence indicating that Quik Pawn had not properly complied with the requirements of the APA with regard to its transactions with Burkett.

Evidence was presented indicating that Quik Pawn reported transactions to law-enforcement authorities by entering information regarding the transactions into LeadsOnline. However, the Lees asserted that Quik Pawn had not complied with § 12-13-4(a) of the Birmingham Municipal Code and had not reported all of its transactions with Burkett, including some of the earlier transactions, in LeadsOnline. On appeal, Quik Pawn argues:

"The Plaintiffs offered no evidence that they would have recovered their property if Quik Pawn had correctly entered Burkett's race, or had reported earlier transactions in LeadsOnline. If Quik Pawn had correctly entered Burkett's race, the result would have been the same, i.e., the Plaintiffs would have reported the theft about eight months after the goods were disposed of by Quik Pawn. The investigation would still have started when the Plaintiffs made that late report. Detective Pollard still would have reviewed LeadsOnline at that time, and would have taken the exact same steps resulting in no recovery. The same is true if earlier transactions had been reported."

Quik Pawn's brief, p. 29. In response, the Lees assert:

"[I]t was not just Quik-Pawn's noncompliance with the APA, by itself, that caused the Lees to be damage[d]. It was Quik-Pawn's noncompliance combined with Quik-Pawn's failure to

do anything to screen its pawn/purchase transactions to scrutiny that caused the Lees to be damaged. Here, there were so many violations of the APA and Birmingham ordinance, the only conclusion that could be drawn is that Quik-Pawn did not care whether they purchased stolen property, which only encourages more thieves to use Quik-Pawn as a fence."

The Lees' brief, p. 52. The Lees also argued that Quik Pawn could have reported Burkett's allegedly suspicious behavior to the Birmingham Police Department. In their brief to this Court, they assert:

"[Section] 12-13-5(b) of the Birmingham ordinance states that '[u]pon the request ... of any pawnbroker ... to the chief of police [to] inspect any personal property ... it shall be the duty of the chief of police ... to cause some police officer to inspect such personal property ... within three days from the service of such request upon the chief of police.' (S. 71-75) Section 12-13-3 states that 'each pawnbroker ... when requested by ... [a] police officer ... shall submit and exhibit such records ... to the ... police officer.' (*Id.*) Pollard admitted that if Quik-Pawn had contacted the police with suspicions about Burkett because of the volume of property he was bringing to pawn/sell that the police would have investigated. (R. 330-331) Pollard also testified that if Quik-Pawn had properly reported these transactions through LeadsOnline and had reported Burkett to the police that would have made the police's job much easier but that not doing these things made it harder. (R. 321,342)."

The Lees' brief, pp. 53-54.

In this case, the only direct injury complained of by the Lees was the loss of the property stolen from their house and allegedly sold to Quik

Pawn. Assuming without deciding that the Lees presented substantial evidence to establish that Quik Pawn acted wantonly in its transactions with Burkett, they have not presented substantial evidence to establish that Quik Pawn's acts or omissions proximately caused the loss of their property.

Initially, the Lees did not present any evidence to establish that, even if Quik Pawn had engaged in additional measures to screen for stolen property during the transactions allegedly involving the Lees' property, Quik Pawn would have discovered that the property was stolen at the time Burkett sold or pawned the various items. The undisputed evidence in this case established that, at the time Burkett sold the various pieces of property at issue to Quik Pawn, the Lees had not yet discovered that the property at issue was missing from their house and that the property at issue had not yet been reported as stolen to law-enforcement authorities.

Additionally, § 5-19A-5(c), provides that "[a]ll goods purchased by the pawnbroker, except for automobiles, trucks, and similar vehicles shall be maintained on the premises by the pawnbroker for at least fifteen business days before the goods may be offered for resale."

Additionally, Hollis Carlton, an employee of Triton Management Group, Inc., which had managed Quik Pawn, testified that the law provides that pawnshops must maintain the property on premises for 15 business days and, that, once weekend days are added, pawnshops must actually hold property for a total of 21 days before they can offer it for resale. Carlton also testified that Quik Pawn would hold pawned items at least 63 days before putting them out for sale. The transactions in which Burkett allegedly sold the Lees' property to Quick Pawn took place between November 17, 2016, and April 3, 2017. The undisputed evidence established that the Lees did not discover that their silverware had been stolen until November 2017 and that they filed the police report regarding the theft of the silverware on November 30, 2017. Subsequently, the Lees discovered that various pieces of jewelry were also missing from their house. Thus, the time that Quik Pawn was required to maintain the property on its premises had expired long before the Lees discovered the loss of their property.

Additionally, the Lees have not presented any evidence to establish that Quik Pawn's violations of the APA, its violations of the Birmingham Municipal Code, or its failure to report Burkett's allegedly suspicious

transactions to the Birmingham Police Department resulted in, or contributed to, their inability to recover their property.

Pollard testified that the report regarding the Lees' property listed Champion as a suspect and that he immediately realized Burkett was probably a good suspect in their case. Pollard testified that he checked LeadsOnline for Champion, Burkett, and another person who had worked in the Lees' house. Pollard testified that, once he searched for Burkett, he found that there were pawnshops Burkett had been to where he might have sold items that might have been stolen from the Lees' house, including a Quik Pawn shop.

Pollard also searched for Gorham silverware and received a result from LeadsOnline that listed Burkett as the seller and provided Burkett's driver's license number. Pollard testified that Burkett's race was incorrect in the LeadsOnline report. However, Pollard testified that, at that time, he had already had a chance to look at Burkett's driver's license and that he knew Burkett's physical description based on the November 2016 investigation. Pollard further testified that the incorrect description of Burkett's race in the LeadsOnline entries did not frustrate his investigation of the Lees' case in any way and that he dismissed it as

a mistake. Additionally, during Quik Pawn's redirect examination of Pollard, the following occurred:

"[DEFENSE COUNSEL:] Would the absence of even a LeadsOnline report from these earlier days -- if you assume there should have been, there was not one, did that frustrate your investigation?"

"[POLLARD:] No.

"[DEFENSE COUNSEL:] If the race had been correct and there had been a complete, accurate LeadsOnline report every time, would you have been able to return the silver to the Lees?"

"[POLLARD:] No. Because it's long gone by the time I knew about it."

At trial, Carlton testified that, if Quik Pawn had not decided to purchase the silverware on February 9, 2017, the customer would have left with the silverware. He further testified that he did not know how law-enforcement authorities would have been able to locate the silverware without a transaction involving the silverware having been conducted.

At one point, Quik Pawn's counsel asked Pollard to assume that Burkett had sold the silverware to Quik Pawn on February 9, 2017. Subsequently, the following occurred:

"[DEFENSE COUNSEL:] ... So if you had happened to be there that day investigating something and you saw the silver come in, would you have been able to place that on a hold?

"[POLLARD:] Had I been present in the pawnshop?

"[DEFENSE COUNSEL:] Correct.

"[POLLARD:] When Burkett brought the silver in?

"[DEFENSE COUNSEL:] Correct.

"[POLLARD:] I probably would have put the cuffs on him right then.

"[DEFENSE COUNSEL:] Well, was there a police report at that point?

"[POLLARD:] Not in this case. Not in this case.

"[DEFENSE COUNSEL:] Would you expect Mr. Burkett --

"[POLLARD:] Just from previous experience with him is all I'm saying.

"[DEFENSE COUNSEL:] Yeah. I mean, would you expect him to answer your questions truthfully?

"[POLLARD:] And I say I'd put the cuffs on him right there on the spot. That may be an exaggeration. But I would be very suspicious.

"[DEFENSE COUNSEL:] Understand. Would you have had the legal authority to place the items on hold -- the silver on hold?

"[POLLARD:] At that point, no. No.

"[DEFENSE COUNSEL:] Could you have done anything to keep him from just walking out of the store with the silver at that point?

"[POLLARD:] No. I didn't have probable cause. Now, like I said, I'd be highly suspicious --

"[DEFENSE COUNSEL:] I understand that.

"[POLLARD:] -- just being familiar with him. But in that scenario, yeah, that's suspicious Brandon Burkett walking in the pawnshop with silver. But not knowing where the silver's coming from, I don't have probable cause to do anything about it at that point.

"[DEFENSE COUNSEL:] You would have been suspicious on Mr. Burkett bringing that in because of your prior experience with him?

"[POLLARD:] Just because of my prior experience.

"[DEFENSE COUNSEL:] If some other customer had brought in silver to sell, would you have had the same reaction?

"[POLLARD:] No, no."

When asked if there was somebody working for the MBPD who reviewed the information uploaded to LeadsOnline on a daily basis regarding what had been sold or pawned, Pollard replied: "Not by standard practice. I mean, we don't -- there's not someone [whose] job it is to sit there and monitor LeadsOnline." He further testified that

LeadsOnline is an investigative tool and that "the information listed on there means nothing to us unless we're looking for something or someone."

During cross-examination, the Lees' counsel asked Pollard if Quik Pawn could have contacted law-enforcement authorities and made an incident report saying that Quik Pawn reasonably suspected that Burkett was bringing in stolen property when he brought in the silverware on February 9, 2017. Subsequently, the following occurred:

"[POLLARD:] In other words, flag that person in some way?

"[PLAINTIFFS' COUNSEL:] Yes.

"[POLLARD:] I guess they could. I don't know.

"[PLAINTIFFS' COUNSEL:] Because on direct examination, I think you said anybody can file a report and the police would investigate it?

"[POLLARD:] Sure.

"[PLAINTIFFS' COUNSEL:] So Quik Pawn, with this repeat customer that goes back to November of 2016, if they had tipped you off and said, 'We got him in the store right now, and we think this is stolen,' you would come and investigate?

"[POLLARD:] I will clarify that or amend that in just one way. Being a Mountain Brook Police Officer and the pawnshop not being in Mountain Brook --

"[PLAINTIFFS' COUNSEL:] Fair.

"[POLLARD:] -- unless they call me direct pertinent to an ongoing investigation.

"[PLAINTIFFS' COUNSEL:] That's fair.

"[POLLARD:] Okay.

"[PLAINTIFFS' COUNSEL:] Mountain Brook and Birmingham PD, they work together as a team sometimes, don't they?

"[POLLARD:] Not as well as they could.

"[PLAINTIFFS' COUNSEL:] We should?

"[POLLARD:] Right.

"[PLAINTIFFS' COUNSEL:] Let me rephrase that. I'm really trying to get you out of here. I promise.

"They should work together?

"[POLLARD:] True.

"[PLAINTIFFS' COUNSEL:] And a person that you have investigated and you're looking for him. He says, 'Kiss my ass. I'm not going to get you -- you're not going to get me.' If Birmingham PD had received a report from Quik Pawn and Birmingham cooperates with you like they should, you're going to get involved, aren't you?

"[POLLARD:] In reality probably not just based on my experience with Birmingham PD.

"[PLAINTIFFS' COUNSEL:] Well, we're assuming --

"[POLLARD:] But that being said, in theory, yes, they should investigate or contact us or whatever, yes."

Subsequently, during Quik Pawn's redirect examination of Pollard, the following occurred:

"[DEFENSE COUNSEL:] If the police had gotten involved on February 9th absent a report of some theft of silver, what would have happened with that silverware?"

"[POLLARD:] In the scenario like he described?"

"[DEFENSE COUNSEL:] Correct."

"[POLLARD:] The pawnshop --

"[DEFENSE COUNSEL:] Correct."

"[POLLARD:] -- filed a report with the police. I mean, not knowing -- in my perspective, not knowing that silver, in this case, had been stolen, it wouldn't mean anything to me."

"[DEFENSE COUNSEL:] So Mr. Burkett could have been free to walk -- I'm sorry Mr. Burkett could have been free even if the police come down, there's a report and Quik Pawn says we think it may be stolen. The police show up, and he doesn't cooperate with them."

"[POLLARD:] Right."

"[DEFENSE COUNSEL:] He could have walked out with that silver, correct?"

"[POLLARD:] Depending on the situation. But yeah, more than likely, yes."

"[DEFENSE COUNSEL:] Was there any way at that point in time the Birmingham Police or the Mountain Brook Police, if you had been called down there, could have gotten that silver and returned it to the Lees?"

"[POLLARD:] No. By testimony time I found out about it, it had been nine months. It was long gone."

On recross-examination by the Lees' counsel, the following occurred:

"[PLAINTIFFS' COUNSEL:] You can actually -- if Quik Pawn had called you and said 'I want to fill out a report,' you can actually go there -- well, the Mountain Brook and Birmingham work together. But they can actually search him, you can question him, you can question others, true?"

"[POLLARD:] If I have probable cause to believe that the property he's in possession of --

"[PLAINTIFFS' COUNSEL:] Yes.

"[POLLARD:] -- on that occasion is stolen.

"[PLAINTIFFS' COUNSEL:] Right.

"[POLLARD:] If it's simply a case of I'm the pawnshop, and I've called you the police because this guy is a known criminal and he's here with the some property, it's a suspicious person incident. It's -- technically, it's not a crime to be a suspicious person. That's all I can say against that.

"[PLAINTIFFS' COUNSEL:] Sure.

"[POLLARD:] And I'm not trying to say nothing against it.

"[PLAINTIFFS' COUNSEL:] I think it's fine.

"[POLLARD:] I don't want to split hairs, but there is a difference between a suspicious person report and a crime in progress report.

"[PLAINTIFFS' COUNSEL:] Reasonable suspicion of committing a crime is what I'm talking about. You can search and you can investigate, true?

"[POLLARD:] Yes.

"[PLAINTIFFS' COUNSEL:] Right. With reasonable suspicion, with an ongoing investigation in Mountain Brook with other homes that have been burglarized and property being stolen and the investigation that you have is it's because of a housekeeper's son, how quickly -- you seem like a really good investigator. How quickly do you put these things together?

"[POLLARD:] In this case, it actually took a while.

"[PLAINTIFFS' COUNSEL:] Right.

"[POLLARD:] Because I'm finding out after the fact only after word had spread around the neighborhood between all the people that employed this lady that things were turning up missing.

"[PLAINTIFFS' COUNSEL:] Right.

"[POLLARD:] So ....

[PLAINTIFFS' COUNSEL:] I'm going to go to my chair with this timeline. You're investigating Brandon Burkett for burglarizing homes and stealing valuable items --

"[POLLARD:] Yes.

"[PLAINTIFFS' COUNSEL:] -- in November of 2016?

"[POLLARD:] Yes, sir.

"[PLAINTIFFS' COUNSEL:] Right. Their silverware is stolen in February of 2017?

"[POLLARD:] Yes, sir.

"[PLAINTIFFS' COUNSEL:] Right?

"[POLLARD:] Right.

"[PLAINTIFFS' COUNSEL:] Brandon Burkett, by that time, is on your radar if Quik Pawn had done what we allege in this case they should have done, number one, fill out the LeadsOnline in 2016 while you're investigating; and then, number two, do what a reasonable pawnshop would do, not reckless pawnshop, with a repeat customer and at that point, fill out one of these reports, at that point, contact law enforcement, would you agree with me that it would have made your job easier?

"[POLLARD:] In this particular investigation, no because I didn't know the theft had occurred in this situation. Maybe I'm not understanding.

"[PLAINTIFFS' COUNSEL:] Yeah, I didn't do a good job of questioning.

"I'm assuming what I've told these folks is what a reasonable pawnshop would have done with all these transactions, filling out LeadsOnline, being a partner with the police. If they had tipped you off, now they know where Brandon Burkett is, you know where Brandon Burkett is, would that have made your job easier?

"[POLLARD:] I'd have to say yes."

The Lees presented evidence indicating that certain actions taken by Quik Pawn could have made Pollard's job easier. However, they did not present any evidence to establish that, under the unique facts in this case, Quik Pawn's actions or inactions during its transactions with Burkett proximately caused or contributed to their inability to recover their property. Therefore, the trial court erroneously denied Quik Pawn's renewed motion for a judgment as a matter of law. Accordingly, we reverse the trial court's judgment in favor of the Lees and render a judgment in favor of Quik Pawn.<sup>4</sup>

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In their cross-appeal, the Lees argue that the trial court erroneously granted Quik Pawn's motion in limine to exclude evidence as to the value of the property stolen from their house. They assert that, if this Court were to reverse the trial court's judgment and remand this case for further proceedings, we should reverse the trial court's order granting Quik Pawn's motion in limine and allow them to present

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<sup>4</sup>Based on our holding in this regard, we pretermit discussion of Quik Pawn's remaining arguments.

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evidence as to the value of the stolen property at any further proceedings. Because we are reversing the trial court's judgment and rendering a judgment in favor of Quik Pawn, however, the Lees' cross-appeal as to this issue is moot.

### Conclusion

For the above-stated reasons, in case number SC-2025-0191, we reverse the trial court's judgment in favor of the Lees and render a judgment in favor of Quik Pawn. In case number SC-2025-0208, we dismiss the Lees' cross-appeal as moot.

**SC-2025-0191 -- REVERSED AND JUDGMENT RENDERED.**

**SC-2025-0208 -- APPEAL DISMISSED AS MOOT.**

Stewart, C.J., and Bryan, Sellers, Mendheim, Cook, McCool, and Parker, JJ., concur.

Shaw, J., concurs in the result.