

Rel: January 14, 2022

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SUPREME COURT OF ALABAMA

OCTOBER TERM, 2021-2022

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Montgomery Piggly Wiggly, LLC, and Scott Scoggins

v.

Accel Capital, Inc.

**Appeal from Montgomery Circuit Court
(CV-19-900132)**

SELLERS, Justice.

Montgomery Piggly Wiggly, LLC ("Piggly Wiggly"), and Scott Scoggins appeal from an order of the Montgomery Circuit Court ("the trial

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court") denying their motion to quash a garnishment proceeding filed by Accel Capital, Inc. ("the judgment creditor"). We dismiss the appeal.

In February 2018, a New York trial court entered a judgment ("the New York judgment") in the amount of \$188,646.27 in favor of the judgment creditor and against Piggly Wiggly and Scoggins. Pursuant to Alabama's version of the Uniform Enforcement of Foreign Judgments Act, Ala. Code 1975, §§ 6-9-230 to -238, the judgment creditor domesticated the New York judgment in the trial court, and the clerk of that court mailed a "Notice of Filing of Foreign Judgment" to Piggly Wiggly and Scoggins. Because neither Piggly Wiggly nor Scoggins responded to the notice, the trial court issued a certificate of judgment in December 2019, which was recorded in the Crenshaw Probate Office to serve as notice of a lien against real property Scoggins owned in Crenshaw County.

In January 2020, the judgment creditor initiated the garnishment proceeding by filing a process of garnishment in the trial court, and a writ of garnishment was issued to Piggly Wiggly, as garnishee; a copy of the writ of garnishment was sent to Scoggins. Piggly Wiggly and Scoggins filed a motion to quash the garnishment proceeding, asserting that the

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New York judgment had been satisfied pursuant to a settlement agreement executed by the parties on February 22, 2019. Piggly Wiggly and Scoggins provided the trial court with a copy of a settlement agreement, indicating that the parties had settled a debt owed by Piggly Wiggly and Scoggins to the judgment creditor arising from a "Receivables Purchase Agreement" in exchange for the payment of \$31,838.52. The judgment creditor filed a response, disputing that the New York judgment had been satisfied. The judgment creditor provided the trial court with copies of documents intended to demonstrate that the New York judgment was based on Piggly Wiggly's and Scoggins's default on a different agreement, specifically, an "Agreement for the Purchase and Sale of Future Receipts." On January 27, 2021, following a hearing, the trial court entered an order denying the motion to quash filed by Piggly Wiggly and Scoggins. This appeal followed.

We conclude that the January 27, 2021, order denying the motion to quash the garnishment proceeding is not a final judgment that will support an appeal. Therefore, this Court lacks jurisdiction to decide the merits of the appeal. See Ex parte Wharfhouse Rest. & Oyster Bar, Inc.,

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796 So. 2d 316, 320 (Ala. 2001) ("Without a final judgment, this Court is without jurisdiction to hear an appeal.") Specifically, only a judgment that disposes of a garnishment proceeding in favor of either the judgment creditor or the garnishee, standing in relation to the defendant, and that leaves nothing for further adjudication is a final, appealable judgment. See Steiner Bros. v. First Nat'l Bank of Birmingham, 115 Ala. 379, 384, 22 So. 30, 31 (1987) (noting that, like appeals in general, an appeal in a garnishment proceeding must determine the issues before the court and ascertain and declare the rights of the parties involved). In contrast, an order that merely addresses the disposition of a motion to quash a garnishment proceeding without concluding the rights of the parties is preliminary in character and will not support an appeal. See Miller Constr., LLC v. DB Elec., [Ms. 2190467, Jan. 15, 2021] ___ So. 3d ___, ___ (Ala. Civ. App. 2021) ("[A]n order denying a motion to quash garnishment proceedings without otherwise concluding the rights of the parties, such as by directing the garnishee to satisfy the garnishment, is not a final judgment capable of supporting an appeal.")

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In this case, the trial court, based on the testimony and materials before it, concluded only that the New York judgment had not been satisfied. The trial court therefore entered the January 27, 2021, order denying the motion to quash the garnishment proceeding. That order disposed of only a motion and effectively allowed the garnishment proceeding to continue, which would require Piggly Wiggly, the garnishee, to file an answer. See § 6-6-450, Ala. Code 1975. On that same day, the trial court entered an order granting the judgment creditor's motion to compel answers to written interrogatories and to produce documents in aid of the execution of the New York judgment. Thus, the garnishment proceeding has advanced only to the discovery phase, and no final disposition has occurred. As indicated, an order merely ruling on a motion to quash a garnishment proceeding, without condemning and distributing garnished funds, cannot support an appeal. Accordingly, the appeal in this case is premature and must be dismissed.

APPEAL DISMISSED.

Parker, C.J., and Bolin, Wise, and Stewart, JJ., concur.