Rel: August 21, 2026

ALABAMA COURT OF CIVIL APPEALS

SPECIAL TERM, 2026

CL-2025-0972

James D. Terry and JoAnn N. Terry

v.

Susan L. Randolph, Terry L. Beasley, and Shawn A. Turner

Appeal from Marion Circuit Court
(CV-23-900119)

PER CURIAM.

James D. Terry ("James") and JoAnn N. Terry appeal from an order of the Marion Circuit Court ("the trial court") purporting to enforce an alleged settlement agreement arising from their defamation action against Susan L. Randolph ("Susan"), Terry L. Beasley, Shawn A. Turner

("Shawn"), and James L. Turner III ("Trey") ("the defendants"). Because the trial court lacked subject-matter jurisdiction to enforce the alleged settlement agreement, we dismiss the appeal with instructions to the trial court to vacate its order.

Background

The action arose out of a dispute between the Terrys, who were the owners of an apartment rented by James L. Turner, Jr. ("Junior"), and Junior's family members. Susan and Shawn are Junior's sister and brother, respectively; Beasley is Junior's cousin; Trey is Junior's son.

According to the Terrys' complaint, Junior rented an apartment from them, including an "open garage area" shared by both the Terrys and Junior. In July 2021, Junior was diagnosed with cancer and was unable to continue working as a truck driver during his treatment. In August 2021, Beasley delivered to Junior a reloading table ("the table") that Beasley had built for Junior. The table was placed in the garage area. According to the Terrys, Junior paid Beasley for the cost of materials to build the table.

Beginning in September 2021, Junior began having difficulty paying his rent. The Terrys, believing that Junior would be able to return to work in February 2022, told him that he would always have a place to live and that he could pay his rent as he was able. On one occasion, Junior offered to give the Terrys a rifle worth $2,500, but the Terrys declined the offer.

In January 2022, Junior owed the Terrys $1,750, which included a balance of $250 for November 2021, $750 for December 2021, and $750 for January 2022. On January 20, 2022, the Terrys met with Junior, at his request, and he gave them the table in lieu of $1,000 of rent due for the months of November 2021 and December 2021. Junior also gave the Terrys a $1,000 check for rental amounts due for the months of January 2022 and one-third of February 2022.

Junior died on January 25, 2022. Thereafter, Susan contacted the Terrys about securing Junior's property and about the status of Junior's unpaid rent. The Terrys informed her that Junior had paid all of his rent on January 20, 2022. The Terrys moved the table from the garage area and secured it in a metal building.

On January 27, 2022, Susan, Shawn, and Trey arrived at the apartment to retrieve Junior's property. The Terrys informed Susan and Shawn that Junior had paid all rent due through February 10, 2022, by giving them the table and a $1,000 check on January 20, 2022. Later that evening, Susan and Shawn telephoned the Terrys and discussed their desire to purchase the table back and to give it to Beasley. According to the Terrys, they agreed to sell the table back to Susan and Shawn.

The next day, the defendants contacted the Winfield Police Department ("the police department") and reported that the Terrys had taken the table. The defendants claimed that the table belonged to Beasley because, they said, Junior had never paid Beasley for the material used to build the table. After the police department contacted the Terrys, the Terrys agreed to sell the table to the defendants on January 30, 2022, for $1,000. However, when the parties met at the appointed time, Beasley refused to buy the table. Thereafter, the defendants returned to the police department, and Susan told a police officer that the Terrys had refused to accept a $1,000 check that she had. Trey then filed a criminal complaint against the Terrys, asserting that he owned the table as the heir of Junior's estate. Beasley later filed a criminal complaint against the Terrys, asserting that he owned the table.

The Terrys were later arrested and charged with felony theft of property in connection with those complaints ("the criminal cases").

On December 1, 2023, the Terrys commenced an action against the defendants, asserting claims of conspiracy to defame, defamation of character, libel and slander, and libel and slander per se ("the civil case"). James, who is an attorney, represented the Terrys along with cocounsel. Susan, Beasley, and Shawn ("the represented defendants") answered the complaint.

On April 23, 2024, the trial court entered a default judgment against Trey, with the damages to be determined at a later hearing. On August 9, 2024, Beasley asserted a counterclaim alleging conversion against the Terrys.

During the course of the litigation, the parties engaged in negotiations regarding a possible settlement. However, it does not appear that any of the settlement offers that appear in the record were accepted.

In April 2025, the remaining parties reached the alleged settlement agreement. However, the record does not contain a memorial of that agreement. The only document in the record setting forth the terms of the alleged settlement agreement is the trial court's April 11, 2025, judgment. That judgment provided:

> "This matter coming to be heard on April 7, 2025, the [Terrys] appeared by and through their counsel, [the represented defendants] appeared by and through their counsel, and [Trey] was not present although he had been subpoenaed. The Court was advised that the parties present reached an agreement to resolve all issues between those parties, and in consideration thereof, it is HEREBY ORDERED as follows:
>
> "1. A consent judgment is hereby rendered against [the represented defendants] jointly and severally in the amount Six Thousand Dollars ($6,000). The consent judgment may be fully satisfied with a payment of Two Thousand Two Hundred and Fifty Dollars ($2,250) to the [Terrys] within thirty (30) days of this Order.
>
> "2. That on April 23, 2024, the court entered a default judgment against [Trey] and reserved a ruling on damages. The [Terrys] have subsequently summitted on Affidavit for their itemized damages. Therefore, it is HEREBY ORDERED as follows:
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> "3. [The Terrys] are hereby awarded a judgment against [Trey] in the amount of Eight Thousand Dollars ($8,000.00) plus court cost[s]. The Circuit Clerk is hereby directed to issue a Certificate of Judgment in said amount."

(Capitalization in original.) The April 11, 2025, judgment made no mention of the table or the criminal cases. None of the parties filed a postjudgment motion or appealed from the April 11, 2025, judgment. It appears that the represented defendants satisfied the judgment against them by paying the Terrys $2,250.

On June 13, 2025, the represented defendants filed a "motion to enforce settlement." That motion recited the fact that the represented defendants had reached a settlement agreement with the Terrys and that the trial court had entered a final judgment. It then asserted:

> "2. [The represented d]efendants have complied with their obligations of the agreement by paying settlement funds and drafting and providing to counsel for the [Terrys] the requisite statements from the [represented d]efendants regarding [the Terrys'] outstanding criminal matters for review within the time prescribed.
>
> "3. The settlement of this case also included the agreement of the [Terrys] to sell a certain table to [Beasley]. Pursuant to the terms developed during extensive negotiations with the [Terrys] and their counsel, the [Terrys] were to deliver the said table to the office of their counsel Jeremy Streetman to be held in trust. Upon the resolution of all pending matters the table would be sold to Defendant Terry Beasley. As of this filing, the said table has not been delivered, and Defendant James Terry now maintains it will not be delivered."

The Terrys responded to the motion to enforce the alleged settlement agreement by arguing that the represented defendants were still withholding their statements declining to prosecute the criminal cases and that the criminal cases had not been dismissed. The Terrys also argued that the settlement agreement did not include an enforceable agreement regarding dismissal of the criminal cases or the sale of the table. They asserted that any conditional offer to sell the table was not part of the settlement of the civil case.

On August 8, 2025, the trial court held a hearing on the represented defendants' motion to enforce the alleged settlement agreement. On August 26, 2025, the trial court entered the following order:

> "On or before April 7, 2025 the Court was advised in open court that the parties in this matter had reached an agreement that would resolve all matters in this civil dispute, which would also resolve [the criminal cases]. The attorneys all acknowledged that the matters were resolve[d] and this was further confirmed by [the assistant district attorney].
>
> "[The represented defendants] agreed to a consent judgment for $6,000 that could be satisfied for $2,250 if paid within 30 days. Said amount has been paid and satisfied.
>
> "[The represented defendants] agreed to file affidavits with the District Attorney's office. The criminal cases are still pending.
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> "....
>
> "[James] agreed to execute a Bill of Sale and deliver the... table to [the represented defendants' counsel's] office in exchange for $1,000.00 after the other cases were complete.
>
> "It is therefore ORDERED that:

> "1. The Motion to Enforce Settlement filed by [the represented defendants] is hereby GRANTED.
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> "....
>
> "3. [The represented d]efendants shall immediately turn over their affidavits to the [assistant district attorney].
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> "4. Within 72 hours of the dismissal of [the criminal cases], [the Terrys] shall deliver the table to [the represented defendants' counsel's] office with a signed bill of sale in exchange for $1,000."

(Capitalization in original.)

On September 9, 2025, the Terrys filed a motion to amend the trial court's August 26, 2025, order. In that motion, the Terrys argued that the alleged settlement agreement between the parties did not include an agreement that the Terrys would sell the table. They argued that their communication dated April 4, 2025, specified that any agreement to sell the table would be separate from the settlement agreement. Accordingly, the Terrys moved the trial court to amend the August 26, 2025, order by deleting its finding that James had agreed to sell the table and its requirement that James sell the table within 72 hours of the dismissal of the criminal cases. The trial court denied the Terrys' motion to amend the order on October 1, 2025. The Terrys appealed.

Standard of Review

In their brief, the Terrys raise only two arguments, both of which challenge the trial court's jurisdiction to order them to sell the table. Because a claim that a trial court lacks subject-matter jurisdiction presents a question of law, we review such a claim de novo. Ex parte Terry, 957 So. 2d 455 (Ala. 2006).

Analysis

The Terrys first contend that the trial court lacked jurisdiction to consider the represented defendants' June 13, 2025, motion to enforce the alleged settlement agreement because, they say, that motion was untimely. They contend that, because none of the parties moved to amend the April 11, 2025, judgment within 30 days or appealed that judgment within 42 days, the trial court lost jurisdiction to consider the represented defendants' motion to enforce the alleged settlement agreement. Second, the Terrys argue that, if the trial court did have jurisdiction to consider the motion to enforce the alleged settlement agreement, it lacked jurisdiction to order them to sell the table because the trial court's April 11, 2025, judgment made no mention of the table.

Our supreme court has held that, "[i]f no Rule 59[, Ala. R. Civ. P.,] motion is filed after a judgment is entered, the trial court that entered the judgment generally loses jurisdiction to amend the judgment 30 days after the judgment is entered." Ex parte Caremark Rx, LLC, 229 So. 3d 751, 757 (Ala. 2017) (footnote omitted). "However, a trial court nevertheless continues to hold 'residual jurisdiction' even after that 30-day period expires such that it can still take any steps that are necessary to enforce its judgment." Id. "The jurisdiction retained by [a] trial court after it enter[s] its final judgment ... is limited to interpreting or enforcing that final judgment; the trial court [cannot] extend its jurisdiction over any matter somehow related to the ... final judgment in perpetuity by simply declaring it so." Id. at 760. Here, none of the parties filed a postjudgment motion to alter, amend, or vacate the April 11, 2025, judgment within 30 days after that date. Accordingly, after May 11, 2025, the trial court retained only residual jurisdiction to interpret and enforce that judgment; it had no jurisdiction over related matters.

Thus, the dispositive question is whether the represented defendants' June 13, 2025, motion to enforce the alleged settlement agreement fell within the trial court's residual jurisdiction to enforce the

April 11, 2025, judgment. For the following reasons, we hold that it did not.

We determine the character of a motion "'"from its essential substance, and not from its descriptive name or title."'" Slocumb Law Firm, LLC v. Greenberger, 332 So. 3d 903, 906 (Ala. Civ. App. 2020) (quoting Ex parte Alfa Mut. Gen. Ins. Co., 684 So. 2d 1281, 1282 (Ala. 1996), quoting in turn Union Springs Tel. Co. v. Green, 285 Ala. 114, 117, 229 So. 2d 503, 505 (1969)). Here, the represented defendants' motion to enforce the alleged settlement agreement did not seek enforcement of the April 11, 2025, judgment because that judgment made no mention of the table. Rather, the April 11, 2025, judgment required only that the represented defendants satisfy the judgment by paying $6,000 to the Terrys, or $2,250 within 30 days of the date of the judgment, and it implicitly required the Terrys to accept payment as provided in the judgment as satisfaction of the judgment. It is undisputed that the represented defendants fulfilled that requirement by paying the Terrys $2,250 within the time allowed. Thus, there was nothing left from the April 11, 2025, judgment for the trial court to enforce. Accordingly, because the represented defendants requested that the trial court enforce the purported terms of the alleged settlement agreement that were not incorporated into the judgment, the motion was not one to enforce the judgment but, rather, was a motion to enforce the alleged settlement agreement. Indeed, the title of the motion, "motion to enforce settlement," described accurately the relief it sought.

Generally, "a proceeding to enforce a settlement is in the nature of an action on a contract." Kappa Sigma Fraternity v. Price-Williams, 40 So. 3d 683, 690 n.3 (Ala. 2009). When a party seeks to enforce a settlement agreement while the underlying action is still pending, the party may move to enforce the settlement agreement in the underlying action rather than institute a new action for breach of the settlement agreement. Lem Harris Rainwater Fam. Tr. v. Rainwater, 373 So. 3d 1089, 1093-94 (Ala. 2022). Conversely, if the underlying action is no longer pending when a party seeks to enforce the settlement agreement, the party must institute a new action for breach of the settlement agreement. Id. Only if the judgment in the underlying action incorporates the terms of the settlement agreement does the trial court retain residual jurisdiction to enforce the judgment through an injunction without the need for a party to initiate a new action. City of Orange Beach v. Lamar Cos., 403 So. 3d 832 (Ala. 2024).

Here, because the April 11, 2025, judgment did not incorporate the term of the alleged settlement agreement requiring the Terrys to sell the table to Beasley, the trial court lacked residual jurisdiction to enforce that term. Ex parte Caremark, 229 So. 3d at 760. Accordingly, the trial court lacked jurisdiction to enter the August 26, 2025, order requiring the Terrys to sell the table to Beasley without a new breach-of-contract action having been commenced, Rainwater, supra, and its order is therefore void, Green Tree-AL, LLC v. Brown, 54 So. 3d 404 (Ala. Civ. App. 2010). Because a void order will not support an appeal, we dismiss the Terrys' appeal, but we do so with instructions to the trial court to vacate its order enforcing the parties' alleged settlement agreement.

Conclusion

Based on the foregoing, we dismiss the appeal with instructions for the trial court to vacate its August 26, 2025, order.

APPEAL DISMISSED WITH INSTRUCTIONS.

All the judges concur.