

No. _____.

IN THE
SUPREME COURT OF THE UNITED STATES

LEWIS ARCHER

Petitioner,

vs.

AMERICA'S FIRST FEDERAL CREDIT UNION and
JPM DREAM HOMES and INVESTMENTS, LLC

Respondents.

On Petition for A Writ of Certiorari To
THE SUPREME COURT OF ALABAMA

**APPENDIX TO THE PETITION FOR WRIT OF
CERTIORARI**

LEWIS ARCHER
3024 Lloyd's Lane
Mobile, Alabama 36693
251 367-8904

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APPENDIX A

September 1st, 2021 ORDER that granted the Archers the Deed to their home of 30 years and put an end to the legal controversy.

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02-CV-2016-900716.00
CIRCUIT COURT OF
MOBILE, COUNTY, ALABAMA
JOJO SCHWARZAUER, CLERK

IN THE CIRCUIT COURT OF MOBILE, ALABAMA

AMERICA'S FIRST FCU,)
Plaintiff,)
)
V.) Case No:CV-2016-900716.
)
ARCHER LEWIS,)
ARCHER SHEARIE,)
Defendants.)

ORDER

This Court takes NO ACTION on Defendant's Motion to Stop Writ of Possession. This case was removed to United States District Court, 1:19-cv-00258-TFM-MU, and as of the date of this Order is still active in United States District Court. As such, this Court does not have jurisdiction over this case.

DONE this 1st day of September, 2021.

/s/ MICHAEL P. WINDOM
CIRCUIT JUDGE

APPENDIX B

Supreme Court of Alabama's Certificate of Judgment

IN THE SUPREME COURT OF ALABAMA

July 12, 2024

SC-2024-0272

Ex parte Lewis E. Archer PETITION FOR WRIT OF CERTIORARI TO THE COURT OF CIVIL APPEALS (In re: Lewis E. Archer v. America's First Federal Credit Union and JPM Dream Homes and Investments, LLC) (Mobile Circuit Court: CV-23-900926; Civil Appeals: CL-2023-0564).

CERTIFICATE OF JUDGMENT

WHEREAS, the petition for writ of certiorari in the above referenced cause has been duly submitted and considered by the Supreme Court of Alabama and the judgment indicated below was entered in this cause on July 12, 2024:

Writ Denied. No Opinion. Mendheim, J. -- Parker, C.J. and Shaw, Bryan, and Mitchell, JJ., concur.

NOW THEREFORE, pursuant to Rule 41, Ala. R App. P., IT IS HEREBY ORDERED that this Court's judgment in this cause is certified on this date. IT IS FURTHER ORDERED that, unless otherwise ordered by this court or agreed upon by the parties, the costs of this cause are hereby taxed as provided by Rule 35, Ala. R. App. P.

I Megan B Rhodebeck, certify that this is the record of the judgment of the Court, witness my hand and seal

Megan B. Rhodebeck

Clerk Supreme Court of Alabama

APPENDIX C

Alabama Court of Civil Appeals' Certificate of Judgment.

The Alabama Court of Civil Appeals

300 DEXTER AVENUE
MONTGOMERY, ALABAMA 36104-3741
TELEPHONE 334-229-0733

July 12, 2024

NATHAN P. WILSON
CLERK

LYNNDEVAUGHN
ASSISTANT CLERK

CL-2023-0564

Lewis E. Archer v. America's First Federal Credit Union and JPM Dream Homes and Investments, LLC (Appeal from Mobile Circuit Court: CV-23-900926).

CERTIFICATE OF JUDGMENT

This appeal(s) in the above cause(s) having been duly submitted, IT IS CONSIDERED, ORDERED, AND ADJUDGED that the judgment of the court below was affirmed on April 19, 2024.

The petition for a writ of certiorari filed by the appellant(s) in the Supreme Court of Alabama on May 3, 2024, was denied on July 12, 2024. The certificate of judgment is being issued on this day.

IT IS FURTHER ORDERED that the costs of the appeal(s) are taxed against the appellant(s) and sureties as provided by Rule 35, Ala. R. App. P.

Nathan P. Wilson, Clerk

APPENDIX D

Alabama Court of Civil Appeals' Decision that is absent of the Due Process requirements that were followed twice before, Alabama Code §12-3-10 and Alabama Code §12-2-7(6)

Notice: This unpublished memorandum is being issued to the parties and to the trial-court judge. The memorandum is not subject to dissemination or publication and shall not be made a part of the public court record by the trial-court clerk. This unpublished memorandum should not be cited as precedent. See Rule 54, Ala. R. App. P. Rule 54(d) states, in part, that this memorandum “shall have no precedential value and shall not be cited in arguments or briefs and shall not be used by any court within this state, except for the purpose of establishing the application of the doctrine of law of the case, res judicata, collateral estoppel, double jeopardy, or procedural bar.” Notwithstanding the foregoing, a party may quote or cite this unpublished memorandum in an application for rehearing or a petition for a writ of certiorari arising from this decision.

ALABAMA COURT OF CIVIL APPEALS

OCTOBER TERM, 2023-2024

CL-2023-0564

Lewis E. Archer

v.

**America's First Federal Credit Union
and JPM Dream Homes and Investments, LLC**

**Appeal from Mobile Circuit Court
(CV-23-900926)**

MEMORANDUM DECISION

EDWARDS, Judge.

Lewis E. Archer (“Lewis”) appeals from summary judgments entered by the Mobile Circuit Court (“the trial court”) against him and in favor of America’s First Federal Credit Union (“AFFCU”) and JPM Dream Homes and Investments, LLC (“JPM”).

This is the third time Lewis has appealed in a case involving AFFCU. In Archer v. America’s First Federal Credit Union, 290 So. 3d 829 (Ala. Civ. App. 2019), we explained that AFFCU commenced in the trial court an ejectment action against Lewis and his wife, Shearie Archer (sometimes hereinafter referred to collectively as “the Archers”). AFFCU had purchased the Archer’s residence (“the property”) at a January 29, 2016, foreclosure sale. The Archers filed a counterclaim against AFFCU, alleging that it

had breached their mortgage contract (“the mortgage”) and requesting a judgment declaring that the foreclosure was void. Thereafter, AFFCU amended its complaint to add claims for compensatory damages for the balance due under the Archer’s home-equity loan that had been secured by the mortgage and for attorney fees for AFFCU’s collection efforts, as provided by the mortgage.

AFFCU filed a motion for a summary judgment, and, on June 25, 2018, the trial court entered a summary judgment in favor of AFFCU, awarding it possession of the property and rejecting the Archers’ counterclaim. The June 2018 judgment, which had been drafted by AFFCU, was labeled as the “‘Final Order’” and concluded as follows: ““This order concludes this litigation, with costs taxed as paid.””²⁹⁰ So.3d at 831. On appeal, we questioned the finality of the June 2018 judgment, but the

parties agreed during supplemental briefing that the trial court had resolved all their claims, and AFFCU conceded that it had abandoned its claims for damages and attorney fees. Id. at n.1. We concluded that the June 2018 judgment was final and affirmed that judgment.

A writ of possession was issued, and AFFCU attempt to execute on that writ. The Archers attempted to forestall the execution by initiating an action in the United States District Court for the Southern District of Alabama (“the federal-court action”), which resulted in another judgment in favor of AFFCU and affirmance of that judgment on appeal. See Archer v. America’s First Fed. Credit Union. 845 F. App’x 815 (11th Cir 2021). Also, the Archers subsequently filed a motion in the trial court requesting that AFFCU’s writ of possession, which had been reissued again pursuant to the June 2018

judgment, be rescinded based on lack of jurisdiction, i.e., a motion pursuant to Rule 60(b)(4), Ala. R. Civ. P. On December 15, 2021, the trial court entered an order denying the Archers' Rule 60(b)(4) motion and confirming the effectiveness of the writ of possession that had been issued to AFFCU. The Archers filed a notice of appeal in March 2022 and we dismissed that appeal as having been untimely filed. See Archer v. America's First Fed. Credit Union. (No. CL-2022-0501, January 27, 2023) (Ala. Civ. App. 2023).¹

¹ In his filings attempting to stop the execution of the writ of possession, Lewis also created confusion in the trial court by including a purported "notice of removal" in which he stated that his state-court action previously had been removed to federal court in the federal-court action, that the trial court lacked jurisdiction on that basis, and that the writ of possession should be "recalled." On September 1, 2021, the trial court entered an order in reliance on that misinformation, stating

On March 21, 2022, AFFCU executed on the writ of possession with the assistance of the Mobile County Sheriff. Lewis and his personal property were removed from the property. On February 16, 2023, AFFCU deeded the property to JPM, which thereafter began renovating the property. On May 12, 2023, Lewis, acting pro se, initiated an action in the trial court against AFFCU and JPM, requesting that the trial court require JPM to deed the property to Lewis on the ground that the trial court

that it would take no further action because the case had been removed to the federal district court and the trial court lacked jurisdiction, which was incorrect. On September 20, 2021 AFFCU filed a motion arguing that the trial court had erred in its September 2021 order and requesting that the trial court enter an order acknowledging that it had jurisdiction as to the writ of possession and that that writ was in full force and effect. AFFCU's motion was granted in the December 15, 2021, order that denied the Archer's Rule 60(b)(4) motion.

purportedly had lacked jurisdiction to enter the June 2018 judgment. Lewis also contended that the federal-court action had been based on his removal of an action from the trial court and that no remand order had been entered returning that action from the federal court to the trial court. Thus, he argued that the trial court had lacked jurisdiction to enter its subsequent orders. See note 1, supra. However, the federal-court action was an independent action filed by the Archers; it was not an action that was removed from the trial court to the federal court. See Archer, 45 F.App'x at 816 (“After a state court granted [AFFCU] possession of [the Archers’] home, [they] sued in federal court asserting violations of the Real Estate Settlement Procedures Act. But because their claims were fully litigated in the earlier state court action--or, at least, should have been--the

doctrine of res judicata prevents us from giving those issues a second look.”)

Lewis also requested that the trial court enter an order awarding him compensatory damages for the personal property that had been removed from the property in March 2022. According to him, that property had been placed outside the residence and discarded. Lewis further requested compensatory damages for storage expenses for some personal property that he had presumably arranged to store on or after March 2022; for loss of use of the residence after his ejection; for damage presumably caused during JPM’s renovation of the residence; and an amount equal to the cost for furnishing all rooms in the residence. And Lewis requested damages for emotional distress and mental anguish, loss of consortium from stress and punitive damages.

AFFCU filed an answer denying the material allegations of Lewis's complaint and asserted a counterclaim requesting a permanent injunction against Lewis, prohibiting him from filing further similar claims against AFFCU without first obtaining permission from the trial court. See Tipp v. JPMC Specialty Mortg. LLC, 367 So. 3d 357,364 (Ala. 2021) (“uphold[ing] the permanent injunction entered by the trial court barring Tipp from reasserting the same or similar claims in the future”). The counterclaim also included a claim for an award of attorney fees and costs under the Alabama Litigation Accountability Act (“the ALAA”). Ala. Code 1975,§ 12-19-270 et seq., specifically based on Lewis's again having raised allegedly precluded issues or claims that he knew were without substantial justification. On June 14, 2023, AFFCU filed a motion for a summary judgment, with

supporting documentation, requesting that the trial court enter a judgment against Lewis regarding his claims and in favor of AFFCU regarding its counterclaim.

JPM also filed an answer denying the material allegations of Lewis's complaint and asserting affirmative defenses to his claims. JPM also filed a counterclaim requesting the entry of a permanent injunction like that requested by AFFCU and requesting an award of attorney fees and costs pursuant to the ALAA. JPM further filed a motion joining AFFCU's motion for a summary judgment and arguing that it also was entitled to a judgment as a matter of law.

Lewis filed a response, with supporting documentation, in opposition to AFFCU's and JPM's respective motions for a summary judgment and their respective counterclaims. He primarily

reasserted his erroneous jurisdictional arguments regarding the validity of the June 2018 and the subsequently entered writs of possession. He also argued, however, that “this instant action has to do with events since December 15, 2021,” including the transfer of the property to JPM and that “[t]here is no res judicata in this action.”

On June 30, 2023, the trial court held a hearing on the summary-judgment motions. On July 25, 2023, the trial court entered separate summary judgments in favor of AFFCU and JPM as to Lewis’s claims (hereinafter referred to collectively as “the July 2023 judgment”). The July 2023 judgment stated that Lewis’s claims against AFFCU and JPM were barred by the doctrine of res judicata, that AFFCU had acted pursuant to a valid writ of possession when it evicted Lewis and removed his personal property from the property, and that Lewis

had failed to present substantial evidence of any cognizable claim against AFFCU and JPM under Alabama law. Regarding the latter, the July 2023 judgment stated that, “[a]fter reviewing [Lewis’s] submissions, ... [he] has not presented substantial evidence to overcome” the respective motions for a summary judgment. The July 2023 continued:

“[Lewis] has represented that ‘[AFFCU’s and JPM’s] wrongdoings in this instant action are as of Dec. 15, 2021, forward.’ ... Yet, most of the exhibits filed with his response brief pre-date December 15, 2021. His few exhibits that post-date December 15, 2021, are: (a) an unauthenticated document that purportedly shows AFFCU transferred the deed to JPM on February 16, 2023,...; (b) one page of the Writ of Possession execution paperwork filed on March 7, 2022,...; and (c) Orders from the Alabama appellate courts dated June 23, 2022,... and January 27, 2023. ... These exhibits are not evidence of wrongdoing.

“...Simply put, the Court has found no evidence in the summary judgment record... to support... [Lewis’s] contention of wrongdoing on [AFFCU’s or JPM’s] part at any time, much less from December 15, 2021, forward. And... [Lewis’s] ‘conclusory allegations,’ ‘bare argument,’ and ‘inferences based upon belief’ do not constitute ‘substantial evidence’ needed to defeat a properly supported motion for summary judgment.”

In the July 2023 judgment, the trial court also granted AFFCU's and JPM's respective request for injunctive relief, entering a permanent injunction against Lewis prohibiting him

“from filing any action, complaint, action, claim for relief, cause of action, lawsuit, petition... or any other similar filing against [AFFCU or JPM, their respective] ... attorneys, related entities, successor and assigns that are related in any way to any claims asserted in his prior actions with AFFCU... without first seeking and obtaining leave of this Court.”

The trial court further determined that there was “ample evidence that ... [Lewis] ha[d] violated the ALAA” and that sanctions were warranted because his action and several statements made in his filings had been made without substantial justification, and the trial court ordered AFFCU and JPM to submit respective petitions for attorney fees and costs. The trial court “expressly reserve[d] jurisdiction to hear the petition[s], apply the factors set forth in Ala.

Code [1975], § 12-19-273, and determine the amount of the award[s], if any."

On August 4, 2023, AFFCU filed its petition for attorney fees and costs in the amount of \$12,503,.21, specifically addressing the factors stated in Ala. Code 1975, § 12-15-273. AFFCU argued that the requested attorney fees and costs were reasonable and attached an affidavit from its attorney in support of the same. JPM filed a petition making similar arguments and requesting an award of \$5,044.43 for attorney fees and costs. JPM filed an affidavit from its attorney in support of that request.

The petitions were set for a hearing to be held on August 22, 2023. On August 8, 2023, Lewis filed a notice of appeal to this court from the July 2023 judgment. On August 11, 2023, Lewis filed a response to the petitions for attorney fees and costs filed by AFFCU and JPM, in part challenging the

trial court's determination that the doctrine of res judicata applied to his claims and arguing that AFFCU and JPM were not entitled to Attorney fees and costs. We consider Lewis's response as a postjudgment motion regarding the July 2023 judgment, see Rule 59, Ala. R. Civ. P., in addition to being a response to the petitions. After the hearing on the petitions and Lewis's postjudgment motion, the trial court entered separate orders on September 5, 2023, granting AFFCU's petition and awarding it \$12,403.21 and granting JPM's petition and awarding it \$5,044.43 ("the September 2023 orders"). As discussed, infra, we consider the September 2023 orders as implicitly denying Lewis's postjudgment motion, amending the July 2023 judgment, and quickening Lewis's previously filed notice of appeal.

Before addressing the merits of Lewis's appeal, we must first address two jurisdictional

issues. AFFCU and JPM argue (1) that this court lacks jurisdiction over Lewis's appeal because, according to them, the appeal is within the original jurisdiction of the supreme court and (2) that Lewis's appeal was taken from a nonfinal judgment because the trial court had not finally adjudicated their claims under the ALAA before Lewis filed his notice of appeal. Regarding the former argument, this court has "exclusive appellate jurisdiction of all civil cases where the amount involved, exclusive of interest and costs, does not exceed \$50,000," and the recoveries in this case do not exceed that amount. Ala. Code 1975, § 12-3-10. Also, the supreme court has held that this court may review an adjudication of equitable claims when the case is otherwise within our exclusive appellate jurisdiction. See, e.g., Ex parte Mt.Zion Water Auth., 599 So. 2d 1113, 1120 (Ala. 1992) ("[W]e cannot agree with the Water Authority's

contention that, because the action at trial was for an injunction it was not within the jurisdiction of the Court of Civil Appeals” as to administrative rulings.). Thus, the fact that claims not involving damages, i.e., AFFCU’s and JPM’s claims for injunctive relief, also were adjudicated in this civil case for damages does not remove the appeal from this court’s exclusive appellate jurisdiction. To conclude otherwise would require either the unnecessary bifurcation of an appeal of a case based on differences in the claims decided in the case or require, rather than permit, the supreme court to hear an appeal in a case that is otherwise within this court’s exclusive appellate jurisdiction. See Ala. Code, § 12-3-15 describing the authority to transfer cases within this court’s jurisdiction to the supreme

court).² This court has jurisdiction over Lewis's appeal.

² AFFCU notes that the previous appeals by Lewis were both heard by this court as the result of transfers from the supreme court, pursuant to Ala. Code 1975,§ 12-2-7(6). That is correct, but neither of those appeals appeared to involve a case within this court's exclusive jurisdiction when the transfers were made. In Archer v. America's First Federal Credit Union, 290 So. 3d 829 (Ala. Civ. App. 2019), Lewis appealed to the supreme court and the supreme court then transferred the appeal to this court, pursuant to §12-2-7(6). When Lewis filed his notice of appeal, however, AFFCU appeared to have an outstanding claim that exceeded \$50,000; that claim was based on the outstanding amount due under the Archer's home equity loan. AFFCU only subsequently indicated that it had abandoned that claim, at which time the appeal had already been transferred to this court. See 290 So.3d at 831 n.1; see also Ala. Code 1975, § 12-1-4.

Regarding AFFCU's and JPM's argument that Lewis appealed from a nonfinal judgment because he filed his notice of appeal before the trial court had finally adjudicated their ALAA claims, the trial court expressly reserved jurisdiction in the July 2023 judgment to adjudicate AFFCU's and JPM's ALAA claims. However, the July 2023 judgment was a final appealable judgment as to the merits of Lewis's

Likewise in Archer v. America's First Federal Credit Union, (No. CL-2022-0501), Lewis filed a Rule 60(b)(4) motion attempting to set aside a writ of possession. No damages claims were properly pending before the trial court when it denied the Archers' Rule 60(b)(4) motion, although the Archers had attempted to file such claims after the entry of the December 2021 order denying their Rule 60(b)(4) motion. Because that appeal involved no damages claim, this court transferred the appeal to the supreme court, pursuant to § 12-1-4, and the supreme court then transferred that appeal to this court, pursuant to § 12-2-7(6).

claims and AFFCU's and JPM's counterclaims for injunctive relief. See Newsom v. Cooper, 333 So. 3d 940, 948 (Ala. 2020).³ Lewis filed a timely notice of

³Generally, “a trial court has jurisdiction to award attorney fees and costs after entering a final judgment because such requests are collateral to the merits.” SMM Gulf Coast, LLC v. Dade Capital Corp., 311 So. 3d 736, 743 (Ala. 2020). For claims under the ALAA, however, the trial court must expressly reserve jurisdiction in order to address such a claim after the entry of the final judgment on the merits. See id. (“ ‘ “[I]t is within the court’s discretion to hold a separate hearing on an ALAA petition after the entry of final judgment on the merits, provided that the court retained jurisdiction to do so.” ’ Gonzalez, [LLC v. DiVincenti.] 844 So.2d [1196,] 1201 [(Ala. 2002)] (quoting Baker v. Williams Bros., 601 So. 2d [110.] 112 [Ala. Civ. App. 1992]).” (emphasis added)); see also Casey v. McConnell, 975 So. 2d 384, 389 (Ala. Civ. App 2007) (“[T]he trial court can hold a separate hearing on an ALAA claim after the entry of a final judgment on the merits provided that the trial court specifically reserves jurisdiction to hear the ALAA claim. ... Otherwise, a judgment that does not reserve

appeal regarding July 2023 judgment, but he also filed a postjudgment motion challenging the trial court's determination in that judgment regarding the application of the doctrine of res judicata.

"[A] notice of appeal filed within 30 days of [an otherwise final] judgment does not divest the trial court of jurisdiction to receive post-judgment motions to alter, amend, or vacate that are timely filed within 30 days of the judgment and to rule thereon within 90 days of the filing of the motion as permitted under Rule 59.1, A[la]. R. Civ. P."

Ex parte Andrews, 520 So. 2d 507, 510 (Ala. 1987).

As this court has stated,

"even after a judgment is entered, a trial court retains jurisdiction for 30 days to modify that

jurisdiction to hear the ALAA claim at a later date puts an end to all controversies at issue, including the ALAA claim" (emphasis added)). Contrary to the arguments made by AFFCU and JPM, if a trial court reserves jurisdiction as to an ALAA claim, the judgment at issue nevertheless is final as to the underlying merits claims provided those have been fully adjudicated.

judgment sua sponte; furthermore, it may modify the judgment in response to a motion filed pursuant to Rule 59(e), Ala. R. Civ. P. Casey v McConnell 975 So.2d 384, 389 (Ala. Civ. App. 2007). Therefore, a trial court's failure to award attorney's fees pursuant to the ALAA in the original judgment does not deprive the trial court of jurisdiction to award those fees if a trial court acts within the parameters of its jurisdiction to modify the judgment. See e.g., Casey, 975 So. 2d at 389."

Green v. Beard & Beard Att'ys, 255 So. 3d 775,777-78 (Ala. Civ. App. 2017). Lewis's appeal was held in abeyance pending the trial court's ruling on his postjudgment motion, which occurred when the September 2023 orders were entered against him on AFFCU's and JPM's ALAA claims; those orders effectively denied his postjudgment motion. See Rule 4(a)(5), Ala. R. App.P.; see also Alabama Psychiatric Servs., P.C. v. Lazenby, 292 So. 3d 295, 298 (Ala. 2019); Casey v McConnell, 975 So. 2d 384, 388 (Ala. Civ. App. 2007).

The record on appeal was supplemented to include the filings related to AFFCU's and JPM's

ALAA claims, and, in a letter brief to this court regarding the issue of finality, Lewis stated that both the July 2023 judgment and the September 2023 orders were “being appealed.” Under the circumstances, we deem Lewis’s notice of appeal to have been from a final judgment, namely, the July 2023 judgment as amended by the September 2023 orders, and to have been both timely filed and adequate for purposes of this court’s jurisdiction. See W.N. v. Cullman Cnty, Dep’t of Hum. Res., 282 So. 3d 870, 879 n.8 (Ala. Civ. App 2019) (“Rule 3(c), Ala. R. App. P., provides that the ‘designation of [the] judgment or order [on the notice of appeal] shall not ... limit the scope of appellate review.’ Any error on the grandmother’s original notice-of-appel form would not affect her ability to appeal. See Ex parte Taylor, 157 So. 3d 122, 126 (Ala. 2008) (“The only jurisdictional requirement for an appeal is the timely

filings of a notice of appeal’).’’); see also Committee Comments to Amendment Adding Rule 4(a)(4) and (5), Ala. R. Civ. P., effective February 1, 1994 (‘‘The ‘abeyance’ procedure created by this amendment will, in some instances, create an appeal from a judgment that has been altered substantially, or even set aside, by the ruling on the motion. In such a case, the appellee may move to dismiss the appeal; in responding, the appellant can state whether appellate review is still sought on some aspect of the case. The appellant may, within 42 days after the disposition of the last motion, amend the notice of appeal, but such an amendment is not jurisdictional.’’).

As for the merits of Lewis’s arguments:

“ ‘This court’s review of a summary judgment is de novo. ... We apply the same standard of review as the trial court applied. Specifically, we must determine whether the movant has made a *prima facie* showing that no genuine issue of material fact exists and that

the movant is entitled to a judgment as a matter of law. Rule 56(c), Ala. R. Civ. P.; Blue Cross & Blue Shield of Alabama v. Hodurski, 899 So. 2d 949, 952-53 (Ala. 2004). In making such a determination, we must review the evidence in the light most favorable to the nonmovant. ... Once the movant makes a *prima facie* showing that there is no genuine issue of material fact, the burden then shifts to the nonmovant to produce “substantial evidence” as to the existence of a genuine issue of material fact. “[S]ubstantial evidence is evidence of such weight and quality that fair-minded persons in the exercise of impartial judgment can reasonably infer the existence of the fact sought to be proved.” West v. Founders Life Assur. Co. of Fla., So. 2d 870, 871 (Ala. 1989).’”

Prince v. Poole, 935 So. 2d 431, 442 (Ala. 2006) (quoting Dow v. Alabama Democratic Party, 897 So. 2d 1035, 1038-39 (Ala. 2004)).

Most of Lewis’s arguments on appeal depend on his establishing that the trial court erred by entering judgment against him on his claims because, according to him, the trial court had lacked subject-matter jurisdiction to enter the June 2018 judgment and subsequent writs of possession or to enter the December 2021 order essentially vacating

the September 2021 order and denying the Archers' Rule 60(b) motion. Lewis previously raised the jurisdictional arguments in connection with his Rule 60(b)(4) motion and, after receiving an adverse judgment on that motion, he failed to file a timely notice of appeal. See discussion, supra. The trial court could not thereafter rule in his favor based on those same, previously adjudicated grounds. See Barnes v. Alternative Cap. Source LLC, 47 So.3d 280, 281 (Ala. Civ. App. 2010). The trial court did not err by rejecting Lewis's claims that were based on the purported lack of subject-matter jurisdiction during the previous proceedings describe above, including his claims that he still had title to or a right to the property, and his jurisdictional arguments were without merit in any event. See Rule 45, Ala. R. App. P.

PRS II, LLC, 998 So. 2d 1042, 1058 (Ala. 2008)

(“Rule 28(a)(10)[, Ala. R. App. P.,] requires that arguments in briefs contain discussions of facts and relevant legal authorities that support the party’s position. If they do not, the arguments are waived.”)

As for Lewis’s arguments against the judgment in favor of AFFCU and JPM on their claims for injunctive relief, such relief has been upheld when

“the party seeking it [has]’ ‘demonstrate[d] success on the merits, a substantial threat of irreparable injury if the injunction is not granted, that the threatened injury to the [party seeking the injunction] outweighs the harm the injunction may cause the [other party], and that granting the injunction will not disserve the public interest.’” Sycamore Mgmt, Grp., LLC v. Coosa Cable Co., 42 So. 3d 90, 93 (Ala. 2010) (citation omitted).”

Tipp v. JPMC Specialty Mortg., LLC. 367, 363 (Ala. 2021). Lewis conclusory argument on this issue is inadequately made. See Rule 28(a)(10), Dykes, and White Sands Grp., supra. Likewise, to the extent

Lewis addresses the merits of the trial court's granting of AFFCU's and JPM's ALAA claims, his argument is conclusory and inadequately made. See Rule 28(a)(10), Dykes, and White Sands Grp., supra.

Having considered and rejected Lewis's arguments, the July 2023 judgment, as amended by the September 2023 orders, is affirmed.

AFFIRMED BY UNPUBLISHED MEMORANDUM

Moore, P.J., and Hanson, Fridy, and Lewis, JJ., concur.