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1. The Plaintiff originally filed this action against RPM Cranes, LLC (“RPM”) on January 10, 2014.
2. On February 18, 2014, RPM, through its then counsel of record, Warren Lightfoot and Jack Bethay, moved the court to compel arbitration of the case.

3. By order dated March 21, 2014, this Court stayed the case pending arbitration before the American Arbitration Association (“AAA”), but retained jurisdiction.

4. Based upon discovery conducted during the arbitration proceedings, on November 7, 2014, the Plaintiff amended the complaint to add Watson and Muhammad Wasim Sadiq Ali, M.D. (“Dr. Ali”), as party defendants to this action, along with RPM.

5. The Plaintiff properly served Watson, as well as the other defendants, with a copy of the Amended Complaint through their counsel of record, Warren Lightfoot and Jack Bethay, who accepted such service on behalf of their clients in accordance with the Alabama Rules of Civil Procedure.

6. On November 20, 2014, Watson, along with the other defendants, answered the amended complaint in the arbitration proceedings through his counsel of record.

7. Watson fully participated in and defended the Plaintiff’s Amended Complaint in the arbitration proceedings through the course of discovery by responding to written discovery and attending the deposition of the Plaintiff and by his counsel’s appearance on his behalf at both procedural and substantive hearings before the arbitrator.

8. On May 29, 2015, after a hearing with the parties, the Arbitrator stayed

the arbitration proceedings pending Federal criminal charges against Dr. Ali brought in the United States District Court for the Northern District of Alabama, Case No. 6:15-CR-00094-LSC that ultimately resulted in him receiving 36 months' incarceration.

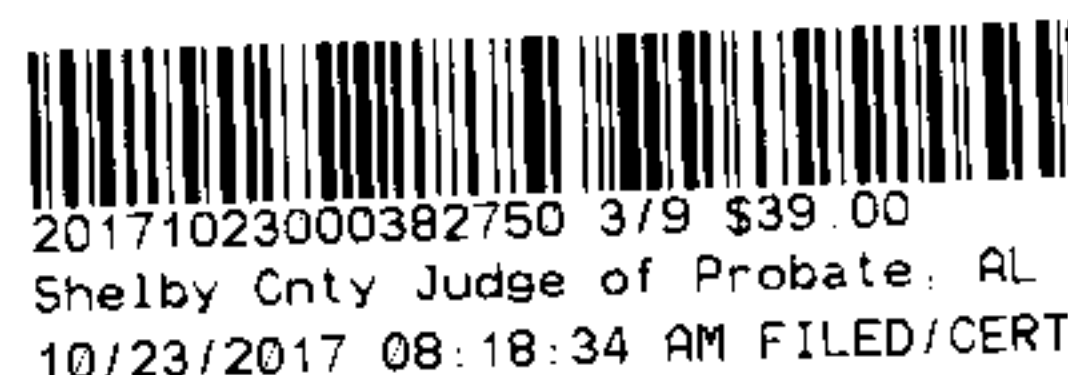
9. On June 1, 2015, RPM filed a voluntary petition for bankruptcy in the United States Bankruptcy Court for the Northern District of Alabama, Case Number 15-02133-TOM11, but the Bankruptcy Court later dismissed the petition on February 10, 2016 without granting a discharge to RPM.

10. On April 27, 2016, Warren Lightfoot and Jack Bethay, withdrew as counsel of record for all Defendants, RPM, Dr. Ali and Watson.

11. Watson, as well as the other party defendants, failed to retain new counsel and abandoned their respective defenses to the Plaintiff's Amended Complaint in the arbitration.

12. Due to Watson's and the other party defendants' abandonment of their defense, on August 23, 2016, the arbitrator dismissed the arbitration and remanded this litigation to this Court for further proceeding based upon the Court's original retention of jurisdiction over the matter.

13. Based upon the well-established doctrine of law of the case, upon remand to this Court, all proceedings and actions of the arbitration, including the submission of the Plaintiff's Amended Complaint on November 7, 2014, carried



forward to this Court.

14. Watson, as well as the other parties, having been properly added and served as party defendants in the Amended Complaint in the arbitration proceeding, are likewise now party defendants properly before this Court. Nonetheless, Watson and the other defendants failed to defend the Plaintiff's Amended Complaint.

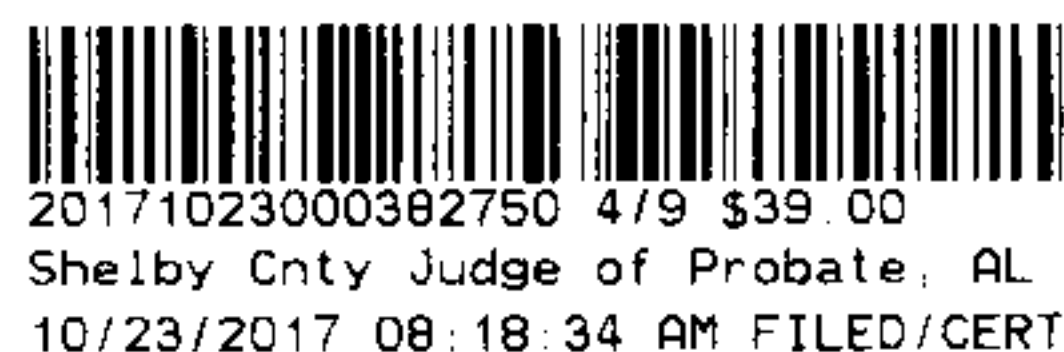
15. On March 21, 2017, this Court entered Default Judgment against Watson and the other defendants due to their abandonment of their defense to the Plaintiff's Amended Complaint and awarded the Plaintiff one million dollars in damages to be paid by Watson and the other defendants, jointly and severally.

16. Later that day, the Court set aside the aforementioned judgment upon the clerk's office advising the Court that it had no record of Watson as a party defendant to this action.

17. At this Court's direction, the Plaintiff submitted and the Court granted a motion to amend the Court's record on March 23, 2017, based upon the law of the case and this Court's retention of jurisdiction over the prior arbitration proceedings.

18. The Court advised the Plaintiff to serve its Amended Complaint once again.

19. The Court granted the Plaintiff permission to serve the Amended Complaint by publication. However, before such publication occurred, counsel for Watson advised Plaintiff's counsel that she would accept service of the same on



behalf of Watson. Watson's counsel denies accepting service for her client; and, Watson now claims that he has not been properly served with the Amended Complaint and thus, is due to be dismissed from this litigation.

CONCLUSIONS OF LAW

The Court having made the foregoing findings, it is this Court's opinion that Watson's Motion to Dismiss is due to be denied. It is arguable whether Watson's attorney accepted service for him. Nevertheless, it is this Court's finding that such service and acceptance thereof were neither necessary nor required prior to this Court's entry of Default Judgment against Watson and the other Defendants. Watson, Dr. Ali and RPM have been at all material times and continue to be party Defendants to this action and are properly before this Court as the same.

As the above history demonstrates, Watson, as well as, Dr. Ali and RPM, were named as party defendants to the Amended Complaint and then were properly served with process, answered and defended the Amended Complaint at the arbitration phase of this case until they abandoned that defense. This history has become the law of the case and is not subject to re-litigation. As explained by the Supreme Court of Alabama:

" 'Under the doctrine of the 'law of the case,' whatever is once established between the same parties in the same case continues to be the law of that case, whether or not correct on general principles, so long as the facts on which the decision was predicated continue to be the facts of the case.' *Blumberg v. Touche Ross & Co.*, 514 So.2d 922, 924 (Ala. 1987). See also *Titan Indem. Co. v. Riley*, 679 So.2d 701



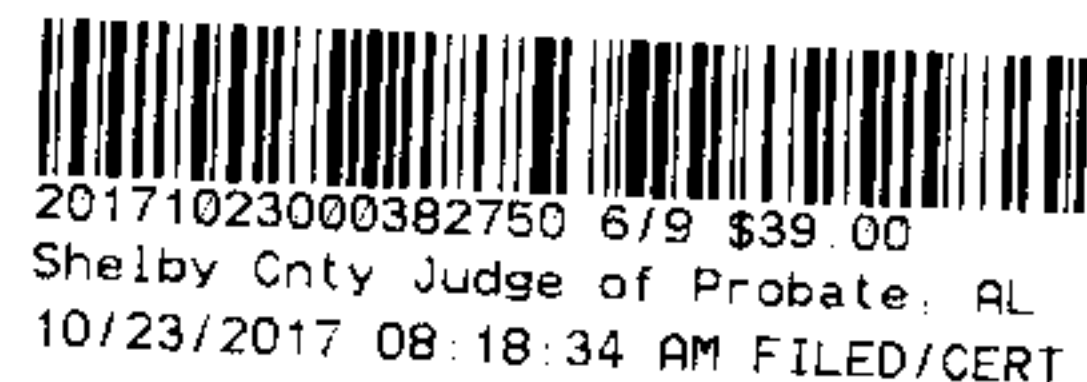
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(Ala. 1996). " It is well settled that on remand the issues decided by an appellate court become the 'law of the case,' and that the trial court must comply with the appellate court's mandate." *Gray v. Reynolds*, 553 So.2d 79, 81 (Ala. 1989). " *Southern United Fire Ins. Co. v. Purma*, 792 So.2d 1092, 1094 (Ala. 2001). In the words of Justice Holmes, the doctrine of the law of the case 'merely expresses the practice of courts generally to refuse to reopen what has been decided' *Messenger v. Anderson*, 225 U.S. 436, 444, 32 S.Ct. 739, 56 L.Ed. 1152 (1912)(emphasis added)."

Southeast Construction L.L.C. v. WAR Construction, Inc., 184 So.3d 360, 369 (Ala. 2015)(quoting *Bagley v. Creekside Motors, Inc.*, 913 So.2d 441, 445 (Ala. 2005).

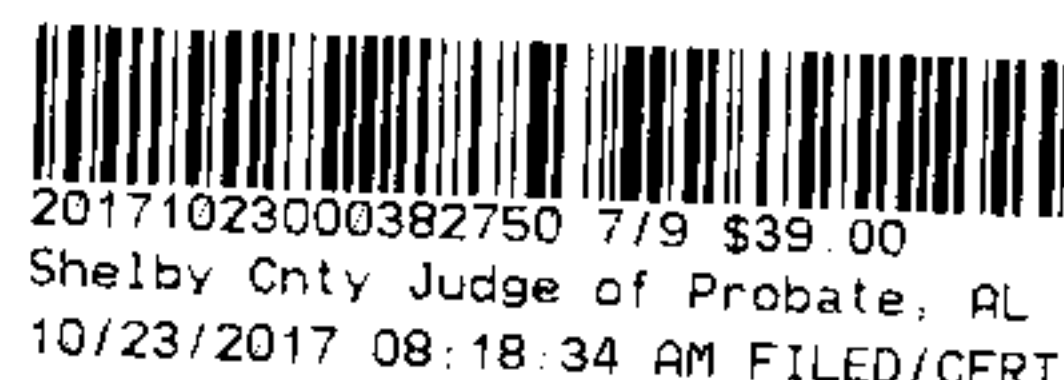
Watson's claim of alleged lack of service by the Plaintiff is simply without merit. As applied to the instant case, Watson has been a party defendant to this litigation since at least 2014 when the Plaintiff named him as a party defendant and served him through his then counsel of record. Since that time, Watson has appeared, participated in, defended against the claims in the Amended Complaint and then abandoned such defense. That abandonment caused this Court to rightfully enter default judgment against Watson and the other defendants upon remand back from arbitration to this Court. Under such circumstances, Watson is now estopped from disputing the validity of the Plaintiff's claims or any of the events that transpired throughout this litigation as such has now become the law of the case.

Additionally, the clerk's inadvertence in failing to correct the record upon remand to this Court does not provide Watson with an opportunity to change the law of the case. It is undisputed that this Court retained jurisdiction over this entire



litigation including during the time the litigation proceeding before an arbitrator. It is well-established principle of law that a proceeding that is sent to arbitration by a court remains within the Court's jurisdiction to avoid the possibility of parties gaining an advantage through injustice. As the Supreme Court has stated, "it is prudent that the trial court retain jurisdiction pending a decision by the [arbitrator] concerning whether it will accept this dispute for arbitration." *Lewis v. Oakley*, 847 So.2d 307, 330 (Ala.2002). For example, a grave injustice due to the statute of limitations could occur in the instance if a court were to dismiss a case so that arbitration could proceed then the plaintiff's claims were unresolved by the arbitrator. *Porter v. Colonial Life & Accident Insurance Co.*, 828 So.2d 907, 908 (Ala.2002). In that situation, through no fault of the plaintiff, his/her claims would be barred by the running of the statute of limitations. Similarly, here, if the Court were to agree with Watson's motion that he has not been named and served as party defendant, the Plaintiff would suffer a grave injustice in that his claims would be potentially time barred through no fault of his own. The Plaintiff properly amended his complaint at the arbitration to add Watson as a defendant and served him accordingly. This Court properly retained jurisdiction over the entire litigation. Therefore, all parties were remanded to this Court's jurisdiction.

Based upon the established law of the case and precedent of the Alabama Supreme Court, it is clear that the Plaintiff should never have been directed to serve



the complaint again upon the Defendant Watson. Rather, the Court's original order entering default judgment against Watson and the other defendants should have been allowed to stand. Thus, the same should be restored immediately.

DEFENDANT WATSON'S motion to dismiss is hereby denied.

JUDGMENT is hereby entered in favor of the Plaintiff, MIKE WILLIAMSON, and against the Defendants, RPM CRANES, LLC, PATRICK J. WATSON and MUHAMMAD WASIM ALI, M.D. and monetary damages are awarded in the amount of ONE MILLION DOLLARS (\$1,000,000.00) to be paid to the Plaintiff, MIKE WILLIAMSON, by the Defendants, RPM CRANES, LLC, PATRICK J. WATSON and MUHAMMAD WASIM ALI, M.D, jointly and severally.

Costs are hereby taxed as paid.

DONE this 23rd day of August, 2017.

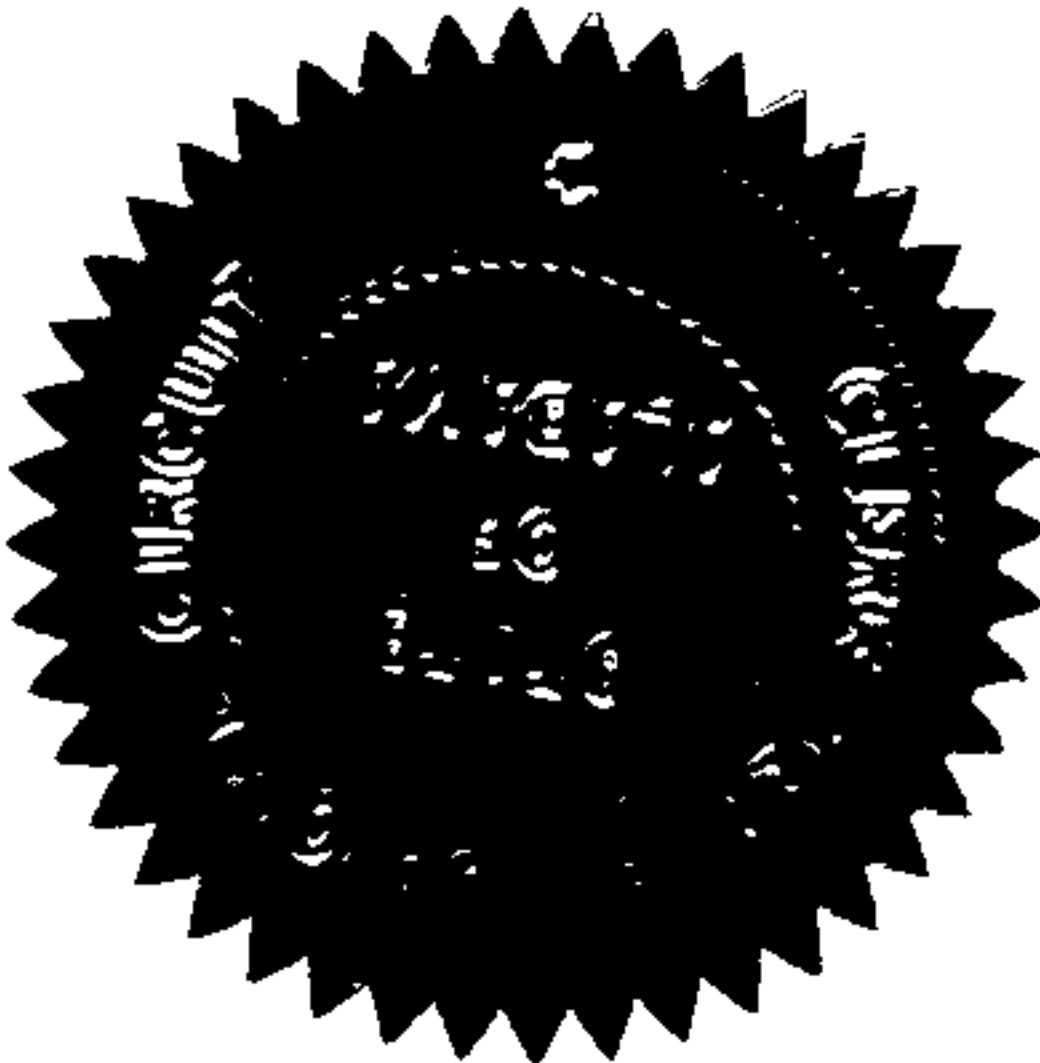
/s/ DONALD E. BLANKENSHIP
CIRCUIT JUDGE



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to the Clerk of the Court, to be filed with the original complaint and to be served on the Defendant Watson. The Court's original order entering default judgment against Watson and the other defendants should have been allowed to stand. Thus, the same should be restored immediately.

Costs are hereby taxed as paid.



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I, Anne-Marie Adams, Clerk of the Circuit Clerk of Jefferson County, do hereby certify that the foregoing is a true and correct copy of the instrument herewith set out as appears of the record in said Court, consisting of 8 pages.

WITNESS my hand and the seal of said Court this 25th day of August, 2017

Anne-Marie Adams

Clerk