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ALABAMA COURT OF CIVIL APPEALS

SPECIAL TERM, 2019

2171147

Complete Cash Holdings, LLC

v.

Patricia Diana Fryer

Appeal from Dale Circuit Court
(CV-18-15)

2180043

Complete Cash Holdings, LLC

v.

Gregory Dustin Killen

Appeal from Marshall Circuit Court
(CV-18-18)

2180089

Complete Cash Holdings, LLC

v.

Misty Dawn Kennedy

Appeal from Jackson Circuit Court
(CV-18-13)

2180106

Complete Cash Holdings, LLC

v.

Loretta Brown Painter

Appeal from Jackson Circuit Court
(CV-18-14)

2180107

Complete Cash Holdings, LLC

v.

Sean Tyson Woods

Appeal from Jackson Circuit Court
(CV-18-12)

2180427

Complete Cash Holdings, LLC

v.

Jasmine Summer Martinez

Appeal from Houston Circuit Court
(CV-18-100)

HANSON, Judge.

These six consolidated appeals arise from cases involving six separate automobile-title loans extended by Complete Cash Holdings, LLC ("Complete Cash"), to Patricia Diana Fryer, Gregory Dustin Killen, Misty Dawn Kennedy, Loretta Brown Painter, Sean Tyson Woods, and Jasmine Summer Martinez ("the pawnors"). In each case, the pawnor pledged his or her vehicle as security for repayment of a small, short-term loan[1] from Complete Cash. A form title-loan agreement signed by each pawnor granted Complete Cash the right to immediate

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[1]The amount of each loan was between $500 and $3,000, and each loan was for a 30-day term.

possession and ownership of the pledged vehicle in the event that the pawnor defaulted on repayment of the loan or otherwise failed to redeem the title to the vehicle by the maturity date. In each case, the pawnor did not make the payments necessary to redeem the title to his or her pledged vehicle; Complete Cash then filed small-claims actions seeking recovery of an amount purportedly owed by each pawnor, and Complete Cash obtained either a default judgment or a consent judgment. These appeals arise from the pawnors' efforts to have those judgments set aside pursuant to Rule 60(b), Ala. R. Civ. P.

Initially, we note that, under Alabama law, title loans are considered pawn transactions governed by the Alabama Pawnshop Act, § 5-19A-1 et seq., Ala. Code 1975 ("the act"). Floyd v. Title Exch. & Pawn of Anniston, Inc., 620 So. 2d 576, 579 (Ala. 1993). As pawn transactions, title loans are generally considered to be nonrecourse loans that do not create personal debt on the part of a pawnor. For example, § 5-19A-6, Ala. Code 1975, provides that "[a] pledgor shall have no obligation to redeem pledged goods or make any payment on a pawn transaction." Section 5-19A-8(7), Ala. Code 1975,

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likewise provides that "[a] pawnbroker ... shall not ... [m]ake any agreement requiring the personal liability of a pledgor or seller ...." Instead, should a borrower default on the loan or otherwise fail to redeem a pledged vehicle, a pawnbroker's remedy under the act is to take possession of that vehicle.

Furthermore, the act designates the State of Alabama Banking Department ("the department") as the agency with the licensing and regulatory oversight of the pawn industry. Between 2008 and 2015, pursuant to the powers granted it by the act, the department conducted compliance examinations of various Complete Cash locations.[2] The department followed up its compliance examinations with letters to Complete Cash's home office detailing practices uncovered by those examinations that, the department determined, were in violation of the act. In particular, the department repeatedly notified Complete Cash that it could not threaten to initiate or initiate court actions against customers who failed to redeem titles to their vehicles. For example, on

[2]Complete Cash is a Georgia-based limited-liability company that operated stores across Alabama.

April 16, 2013, following an examination of Complete Cash's Boaz, Alabama, office, the department sent Complete Cash a letter, instructing:

> "Pawns are non-recourse loans, except for forfeiture of the pledged goods. Therefore pledgors are not obligated to redeem pledged goods or make any payment on a pawn transaction. [Complete Cash] is not allowed to seek 'Small Claims' judgments on pawn transactions. [Complete Cash] must discontinue this practice in connection with all pawn transactions."[3]

Notwithstanding the department's warnings, Complete Cash filed a small-claims action against each of the pawnors. It is undisputed that, at the time it filed the small-claims actions, Complete Cash was not represented by counsel and that each of the lawsuits were prepared, filed, and prosecuted by employees of Complete Cash.[4] Attached to each form small-claims complaint was a copy of the title-loan agreement between Complete Cash and the pertinent defendant pawnor.

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[3]Complete Cash's sole member acknowledged the department's April 16, 2013, correspondence and responded that it had been his assumption that Complete Cash could bring a small-claims action when it was unable to take possession of the pledged collateral.

[4]A corporation may appear in small-claims cases without representation by an attorney. Ala. Code 1975, § 12-12-31.

On January 2, 2014, Complete Cash sued Kennedy in the small-claims division of the Jackson District Court, asserting that Kennedy had entered into a title-loan agreement with Complete Cash on August 29, 2013; that she had never made any payments on the title loan; and that the vehicle she had pledged as collateral had been "parted out, leaving only the shell to recover." Complete Cash sought a judgment in the amount of the balance due on the loan. Kennedy did not answer the complaint, and, on February 14, 2014, the Jackson District Court entered a default judgment against Kennedy in the amount of $3,000. A satisfaction of the judgment was filed by Complete Cash on November 1, 2016.

On April 29, 2014, Complete Cash filed a complaint against Killen in the small-claims division of the Marshall District Court. Complete Cash alleged that Killen had entered into a title-loan agreement with Complete Cash on October 15, 2013, and that Killen had made two payments on his loan before informing Complete Cash that the vehicle securing the loan had been totally destroyed in an accident. Complete Cash alleged that Killen had then stopped all further payments. Complete Cash alleged that it had not recovered the vehicle and sought

an award in the amount of the outstanding balance Complete Cash alleged was owed under the title-loan agreement. Killen did not answer the complaint, and a default judgment in the amount of $2,487.15 was entered in favor of Complete Cash against Killen by the Marshall District Court on June 10, 2014. Complete Cash initiated garnishment proceedings to enforce the judgment and ultimately filed a satisfaction of judgment.

On November 12, 2014, Complete Cash filed an action against Fryer in the small-claims division of the Dale District Court. The complaint alleged that Fryer had entered into a title-loan agreement with Complete Cash on December 19, 2013; that Fryer had failed to repay the balance of her title loan; and that Fryer had concealed the location of the vehicle securing the loan. Complete Cash demanded possession of the vehicle or, alternatively, an amount it claimed represented the value of the vehicle. Fryer answered the complaint, and stated that Complete Cash had recovered the vehicle. Complete Cash amended its complaint, admitting that Fryer's vehicle had been recovered and sold by Complete Cash and requesting an award equal to the remaining loan balance less the sale price

of vehicle. Fryer ultimately consented to a judgment being entered against her, and on January 27, 2015, the Dale District Court entered a final judgment against Fryer in the amount of $2,246.18.

On September 24, 2015, Complete Cash filed suit against Martinez in the small-claims division of the Houston District Court. Complete Cash asserted that Martinez had entered into a title-loan agreement with Complete Cash on July 9, 2015; that Martinez had failed to repay the title loan; and that Complete Cash had repossessed the pledged vehicle and discovered that the vehicle was completely inoperable. Complete Cash asserted that it had been able to sell the vehicle for only $200 and sought a judgment for the deficiency balance purportedly owed. Martinez did not file an answer, and on November 5, 2015, the Houston District Court entered a default judgment against Martinez in the amount of $3,000. The judgment was ultimately satisfied as a result of garnishment proceedings.

On September 30, 2015, Complete Cash filed a lawsuit against Painter in the small-claims division of the Jackson District Court. Complete Cash alleged that Painter had

entered into a title-loan agreement with Complete Cash on September 12, 2014; that Painter failed to repay the title loan; and that Complete Cash was unable to recover the vehicle because Painter had obtained a replacement title to the vehicle, which, Complete Cash claimed, rendered the pawned title invalid. Complete Cash sought a judgment representing the balance owed by Painter under the title-loan agreement. Painter did not answer the complaint, and on November 4, 2015, the Jackson District Court entered a default judgment against Painter in the amount of $1,471.20. Complete Cash ultimately recovered the judgment amount through garnishment proceedings, and Complete Cash filed a notice of satisfaction of judgment on October 12, 2016.

On October 5, 2015, Complete Cash filed a small-claims action in the Jackson District Court, contending that Woods had entered into a title-loan agreement with Complete Cash on May 12, 2014, but had failed to make payments due under the agreement. Complete Cash alleged that it had been unable to recover the pledged vehicle and, thus, was seeking recovery of the balance owed under the title-loan agreement. Woods did not answer the complaint, and on November 3, 2015, the Jackson

District Court entered a default judgment against Woods in the amount of $663.84. Complete Cash instituted garnishment proceedings. On April 5, 2016, Complete Cash filed a notice that the judgment had been satisfied.

In March and April 2018, each of the pawnors, now represented by common legal counsel, filed Rule 60(b) motions to vacate the judgment in his or her respective case.[5] The motions were substantially the same. In each case, the pawnor asserted that the judgment against the pawnor was due to be set aside because, the pawnor claimed, the filing of the small-claims action was a "fraud on the court." For example, the motion filed by Fryer asserted:

> "Complete Cash's filing of this civil action was a fraud on the court -- Complete Cash falsely represented to this Court that the subject title pawn agreement created a legal debt, i.e., a legal obligation for Ms. Fryer to pay money to Complete Cash.
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> "Complete Cash committed this fraud on the court despite knowing from the plain wording of the [act],

[5]The pawnors, and 15 other plaintiffs, have jointly filed a tort action in the Barbour Circuit Court against Complete Cash alleging, among other things, that Complete Cash is guilty of malicious prosecution related to the small-claims judgments obtained against the pawnors and other plaintiffs. The merits of the pawnors' claims in that action are not before this court.

> including § 5-19A-6 and § 5-19A-8; and from being repeatedly instructed and warned by the [department] prior to the filing of this civil action ... that title pawn agreements cannot and do not create a legal debt; that title pawn customers have no personal liability arising from a title pawn agreement; that if a title pawn customer elects not to redeem (or for any other reason does not redeem) their pawned vehicle, Complete Cash's only right under the title pawn agreement and Alabama law is to repossess and take title to the vehicle; and that Complete Cash's filing of this and other similar actions is baseless and unlawful ...."

In support of the motions, the pawnors attached correspondence between the department and Complete Cash; a list of over 100 other small-claims actions filed by Complete Cash in various Alabama district courts between 2010 and 2016; and copies of orders from some of those listed cases in which district courts had set aside prior judgments previously entered in favor of Complete Cash, presumably on similar grounds as asserted by the pawnors.

In each case before this court, the district court granted the pawnor's motion, set aside the judgment, and dismissed the action with prejudice. In each case, Complete Cash timely appealed to the appropriate circuit court, seeking de novo review of the pertinent district court's judgment granting relief under Rule 60(b) and dismissing the action.

Once in the circuit court, the pawnors each filed a summary-judgment motion, adopting and incorporating the arguments and evidence submitted to the district court. Complete Cash opposed the motions, in each case arguing that, pursuant to Rule 56(f), Ala. R. Civ. P., the motions should be denied or continued to permit Complete Cash to take depositions or obtain other discovery and also asserting that, even accepting the pawnors' allegations as true, the pawnors could not, as a matter of law, establish "fraud on the court." In each case, the circuit court entered a summary judgment that, in effect, affirmed the setting aside of the prior judgment and dismissed each case with prejudice.[6] Complete Cash timely appealed from

[6]In case no. 2171147, the Dale Circuit Court entered a summary judgment in favor of Fryer and against Complete Cash on August 7, 2018; in case no. 2180043, the Marshall Circuit Court entered a summary judgment in favor of Killen and against Complete Cash on August 24, 2018; in case no. 2180089, the Jackson Circuit Court entered a summary judgment in favor of Kennedy and against Complete Cash on August 7, 2018; in case no. 2180106, the Jackson Circuit Court entered a summary judgment in favor of Painter and against Complete Cash on September 20, 2018; in case no. 2180107, the Jackson Circuit Court entered a summary judgment in favor of Woods and against Complete Cash on September 20, 2018; in case no. 2180427, the Houston Circuit Court entered a summary judgment in favor of Martinez and against Complete Cash on January 4, 2019.

the circuit courts' judgments to this court, and these appeals have been consolidated for decision.

Initially, we note that the appeal of a district court's ruling on a Rule 60(b) motion to the circuit court "is not a review of the correctness of the judgment of the lower court," Walker v. Eubanks, 424 So. 2d 631, 633 (Ala. Civ. App. 1982). Rather, the circuit court proceeds "as if the district court's judgment denying [or granting] the Rule 60(b) motion had never been entered." Evans v. Sharp, 617 So. 2d 1039, 1040 (Ala. Civ. App. 1993). "The circuit court views the petition and its supporting material on their merits as to whether relief should be granted under Rule 60(b)." Evans, 617 So. 2d at 1040. Thus, our review is of the circuit courts' decisions granting the pawnors relief under Rule 60(b).[7]

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[7] "'The grant of a Rule 60(b) motion is generally treated as interlocutory and not appealable.' Ex parte Short, 434 So. 2d 728, 730 (Ala. 1983). However, the rule barring appellate review of an order granting Rule 60(b) relief is not absolute; where such an order bears sufficient indicia of finality to warrant a conclusion that it constitutes a 'final judgment,' pursuant to § 12-22-2, Ala. Code 1975, it is appealable."

Wal-Mart Stores, Inc. v. Pitts, 900 So. 2d 1240, 1244 (Ala.

In these cases, the circuit courts each entered a summary judgment granting the pawnors relief from the pertinent prior judgment. This court reviews a summary judgment and all questions of law under a de novo standard of review. See Pinkerton Sec. & Investigation Servs., Inc. v. Chamblee, 961 So. 2d 97, 101 (Ala. 2006).

On appeal, the pawnors argue that the judgments of the circuit courts in these case should be affirmed because each of the small-claims judgments obtained against them by Complete Cash were, they say, procured through fraud upon the court. Specifically, they contend that, at the time Complete Cash filed the actions, it was fully aware that the title-loan agreements between it and the pawnors had not created any personal liability on the part of pawnors -- indeed, the department had instructed Complete Cash not to file such claims -- but that Complete Cash had filed the actions anyway.

Civ. App. 2004). In these cases, by granting the Rule 60(b) motions and dismissing the small-claims actions with prejudice, the district courts clearly intended to enter final judgments in the actions. Likewise, the circuit courts, by granting the pawnors' summary-judgment motions, effectively affirming the district courts' setting aside of the prior judgments and dismissing the cases with prejudice, intended to enter final judgments.

In short, the pawnors contend that, by knowingly filing what they term legally baseless actions against the pawnors, Complete Cash perpetrated fraud upon the court. We disagree.

"[F]raud ..., misrepresentation, or other misconduct of an adverse party" are grounds for relief from a judgment under Rule 60(b)(3). Rule 60(b) provides, in part:

> "On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: ... (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party .... The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than four (4) months after the judgment, order, or proceeding was entered or taken. ...."

However, to relieve a party from a judgment on the basis of fraud pursuant to Rule 60(b)(3), the motion must be "made within a reasonable time, and ... not more than four (4) months after the judgment, order, or proceeding was entered or taken." There is no dispute that each of the pawnors' motions in these appeals were brought well after the four-month limitations period in Rule 60(b)(3) had expired.

Nevertheless, subsection (6) of Rule 60(b) provides that a court may relieve a party from a judgment for "any other

reason justifying relief from the operation of the judgment." Subsection (6), unlike subsection (3), is not subject to a four-month limitations period. Moreover, the rule contains a savings clause that provides that Rule 60(b) is not intended to limit a court's power to set aside a judgment for "fraud upon the court." That provision states, in part:

> "This rule does not limit the power of a court to entertain an independent action within a reasonable time and not to exceed three (3) years after the entry of the judgment ... to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court."

Thus, fraud-on-the-court claims may be asserted outside the four-month period of limitations imposed on the grounds listed in Rule 60(b)(3).

This court has recognized that the trial court has inherent power to relieve a party from a judgment obtained through fraud upon the court. Denton v. Sanford, 383 So. 2d 847, 849 (Ala. Civ. App. 1980). Indeed, our supreme court has even suggested that a judgment obtained by fraud on the court "may be set aside ... even after three years." Ex parte Robinson Roofing & Remodeling, Inc., 709 So. 2d 444, 446 (Ala. 1997). Nevertheless, the court's wide discretion to remedy injustice must be balanced against the need for finality of

judgments. Waters v. Jolly, 582 So. 2d 1048, 1055 (Ala. 1991); Denton, 383 So. 2d at 849. To that end, what constitutes "fraud upon the court" has been limited to "that species of fraud that defiles or attempts to defile the court itself or that is a fraud perpetrated by an officer of the court, and it does not include fraud among the parties, without more." Waters, 582 So. 2d at 1055.

In discussing what constitutes "fraud on the court," our supreme court has explained:

> "'Fraud on the court' has been defined as 'fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication.' 7 J. Moore, Moore's Federal Practice § 60.33 (2nd ed. 1990). Such fraud must be 'extrinsic,' that is, perpetrated to obtain the judgment, rather than 'intrinsic.' Brown v. Kingsberry Mortgage Co., 349 So. 2d 564 (Ala. 1977). In discussing 'fraud on the court,' the Eleventh Circuit Court of Appeals stated:
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> > "'Perjury is an intrinsic fraud which will not support relief from judgment though an independent action. See United States v. Throckmorton, 8 Otto 61, 98 U.S. 61, 25 L.Ed. 93 (1878); see also Great Coastal Express [v. International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America], 675 F.2d [1349] at 1358 (4th Cir. 1982); Wood v. McEwen, 644 F.2d 797 (9th Cir. 1981). Under the Throckmorton doctrine, for fraud to lay a foundation for an independent

> action, it must be such that it was not in issue in the former action nor could it have been put in issue by the reasonable diligence of the opposing party. See Toledo Scale Co. v. Computing Scale Co., 261 U.S. 399, 425, 43 S.Ct. 458, 465, 67 L.Ed. 719 (1923). Perjury by a party does not meet this standard because the opposing party is not prevented from fully presenting his case and raising the issue of perjury in the original action.
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> > "'"Perjury and fabricated evidence are evils that can and should be exposed at trial, and the legal system encourages and expects litigants to root them out as early as possible.... Fraud on the court is therefore limited to the more egregious forms of subversion of the legal process, ... those we cannot necessarily expect to be exposed by the normal adversary process."
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> "'Great Coastal Express, 675 F.2d at 1357.'
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> "Travelers Indemnity Co. v. Gore, 761 F.2d 1549, 1552 (11th Cir. 1985)."

Hall v. Hall, 587 So. 2d 1198, 1200-01 (Ala. 1991). Our supreme court has noted that, in applying the above definition of "fraud on the court," "[t]he cases in which fraud on the court has been found, for the most part, have been cases in which there was 'the most egregious conduct involving a corruption of the judicial process itself,' such as the

bribery of a judge or the employment of counsel to improperly influence the court." Christian v. Murray, 915 So. 2d 23, 28 (Ala. 2005) (quoting 11 Charles A. Wright et al., Federal Practice & Procedure: Civil § 2870 (2d ed. 1995)).

In Greathouse v. Alfa Financial Corp., 732 So. 2d 1013 (Ala. Civ. App. 1999), Alfa Financial Corporation ("Alfa") filed a collections action against its debtor, Greathouse. As part of its action, Alfa submitted an affidavit affirming that it had complied with all provisions of the Alabama Consumer Credit Act ("the Mini-Code," Ala. Code 1975, § 5-19-1 et seq.). A default judgment was entered against Greathouse. Several years later, Greathouse brought an independent action seeking relief from the judgment. Greathouse alleged that, at the time Alfa made the loan, it was not properly licensed as required by the Mini-Code and, therefore, that the affidavit submitted by Alfa in support of the original collection action was false. Greathouse claimed that the affidavit containing false testimony constituted a "fraud on the court" that justified setting aside the previous judgment. The trial court granted Alfa's motion to dismiss the action, and Greathouse appealed.

On appeal, this court agreed that the judgment was not due to be set aside based upon the claimed fraud on the court. This court explained:

> "[T]he falsity of Alfa's statements concerning its compliance with the Mini-Code could have been exposed in its collection action against Greathouse. However, ... Greathouse allowed a default judgment to be taken against him rather than defending the action on the merits. Section 5-19-11(a), Ala. Code 1975, formerly provided for abatement of a collection action if a violation of the Mini-Code existed; thus, Alfa's compliance with the licensing provisions of the Mini-Code was directly in issue in its collection action, or at least could have been put in issue by reasonable diligence on the part of Greathouse. Hall[v. Hall], 587 So. 2d [1198] at 1200 [(Ala. 1991)]. We are aware of no reason, and Greathouse offers none, why Alfa's representation may be classified among the 'more egregious forms of subversion of the legal process' that cannot reasonably be expected 'to be exposed by the normal adversary process.' 587 So. 2d at 1201. For these reasons, we cannot conclude that Greathouse's action is cognizable as an independent equitable action to set aside the judgment under Rule 60(b) for fraud upon the court."

732 So. 2d at 1016-17 (footnote omitted). See also Hall, 587 So. 2d at 1201 (holding that plaintiff's misrepresentation that she was the widow of the deceased "could have been brought out in the original action" and, thus, did not justify setting aside a default judgment as a "fraud on the court").

In these cases, the alleged "fraud on the court" is that Complete Cash brought collection actions in the small-claims divisions of district courts against pawnors as to whom it purportedly had no meritorious legal claim -- that, under the act, the title-pawn transactions created no personal debt owed by the pawnors -- but that Complete Cash sought to collect the balances "owed" anyway. Like in Greathouse and Hall, however, the merits of the claims were necessarily at issue in the collection actions, and the pawnors could have asserted the provisions of § 5-19A-6 and § 5-19A-8 (or, alternatively, the department's interpretation thereof) as a defense to those actions had the pawnors chosen to defend the claims.

Even more, although the collection claims are alleged to have been legally defective, the pawnors point to no specific factual misrepresentation made by Complete Cash in support of each claim. Rather, the alleged legal defect in Complete Cash's claims was discernable from the face of the complaints, each of which expressly (and truthfully) alleged that Complete Cash was claiming balances owed under a title-loan agreement

2171147; 2180043; 2180089; 2180106; 2180107; 2180427 and attached a copy of the pertinent title-loan agreement.[8] Determining whether Complete Cash had valid claims against the pawnors, then, was a mere matter of applying the applicable law to the pleaded facts. That Complete Cash may have had reason to believe that the applicable law was not on its side is not a fraud on the court. As one federal circuit court has explained:

> "Fraud in the legal process is not actionable if it is incapable of obstructing the opposing litigant. .... An erroneous legal contention, being out in the open as it were, does not have obstructive capability, and is not fraud merely because if believed it would confer an advantage on the party making it. If that were the standard for fraud on the court, no civil judgments would be final; every legal error that a judge committed that had been invited by the winning litigant would be, prima facie, fraud on the court."

Oxxford Clothes XX, Inc. v. Expeditors Int'l of Washington, Inc., 127 F.3d 574, 578 (7th Cir. 1997) (authored by Posner,

[8]As a representative example, the complaint filed by Complete Cash against Killen alleged as follows:

> "I claim the defendant owes the plaintiff the sum of $2,487.15 because: Defendant entered into a title pawn agreement on Oct. 15, 2013 when he pawned a 2001 Ford Focus for $1,416.45. Only 2 partial payments have been made & according to Defendant the vehicle has been totaled in an accident. Plaintiff is seeking a judgment for the balance owed. The collateral has not been recovered."

C.J.). At worst, Complete Cash's claims were legally frivolous,[9] but, as Judge Posner asked in Oxxford Clothes, "since when is a frivolous claim a form of fraud?" 127 F.3d at 577; see also Midland Funding, LLC v. Johnson, 581 U.S. __, ___, 137 S. Ct 1407, 1411 (2017) (holding in the bankruptcy context that the filing of a proof of claim that, on its face, indicates that the statute of limitations has run is not "false, deceptive, or misleading"). Here, Complete Cash's small-claims collection actions were not such an egregious subversion of the legal process "that [they could not] reasonably be expected 'to be exposed by the normal adversary process.'" Greathouse, 732 So. 2d at 1017. In short, the

[9]We do not mean to be understood as holding that the small-claims actions were frivolous, and we make no comment on the merits of those claims. We do, however, recognize that whether a pawnbroker may seek recourse when the pledged vehicle has been damaged, destroyed, or withheld appears to be a question of first impression. If so, this weighs further against finding a fraud on the court. On the other hand, we do not mean to be understood as approving of the filing of lawsuits seeking to collect where no debts are owed. Alabama law, of course, discourages such practices. See, e.g., § 12-19-272, Ala. Code 1975 (providing that court may award fees and costs against attorneys or parties who bring civil actions without substantial justification). Indeed, we note that, if the department determines that a pawnbroker is impermissibly seeking civil judgments in violation of the act, it can move to suspend or revoke the license of the pawnbroker. Ala. Code 1975, § 5-19A-13.

filing of the actions –- even if frivolous -- were not, in and of themselves, a fraud upon the court.

Finally, we note that the Rule 60(b) motions filed by Fryer and Killen were filed more than three years after the entry of the judgments from which they seek relief. Complete Cash, therefore, contends that the Rule 60(b) motions in the Fryer and Killen cases are barred by the three-year limitations period set forth in Rule 60(b). The pawnors, citing Robinson Roofing, 709 So. 2d at 446, assert that a judgment procured by fraud on the court may be set aside by any court even after three years. Because we hold that the filing of each of the small-claims actions was not a fraud on the court, we pretermit discussion of whether Fryer's and Killen's motions were untimely. Likewise, we pretermit discussion of Complete Cash's arguments related to procedural aspects of the pawnors' summary-judgment motions.

For the reasons explained above, we conclude that the judgments of the circuit courts setting aside the small-claims judgments entered against the pawnors were entered in error. We, therefore, reverse those judgments, and remand these cases for further proceedings consistent with this opinion.

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2171147 -- REVERSED AND REMANDED.

2180043 -- REVERSED AND REMANDED.

2180089 -- REVERSED AND REMANDED.

2180106 -- REVERSED AND REMANDED.

2180107 -- REVERSED AND REMANDED.

2180427 -- REVERSED AND REMANDED.

Thompson, P.J., and Moore, Donaldson, and Edwards, JJ., concur.