Rel: September 23, 2022

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SUPREME COURT OF ALABAMA

SPECIAL TERM, 2022

1200500

Ex parte American Cast Iron Pipe Company

PETITION FOR WRIT OF CERTIORARI TO THE COURT OF CIVIL APPEALS

(In re: Karene Stricklin, as conservator and guardian for John Gray, an incapacitated person

v.

American Cast Iron Pipe Company)

(Jefferson Circuit Court: CV-19-902322;
Court of Civil Appeals: 2190470)

STEWART, Justice.

American Cast Iron Pipe Company ("ACIPCO") petitioned this Court for a writ of certiorari to review the Court of Civil Appeals' decision in Stricklin v. American Cast Iron Pipe Co., [Ms. 2190470, Dec. 18, 2020] ___ So. 3d ___ (Ala. Civ. App. 2020), which reversed the Jefferson Circuit Court's judgment dismissing a workers' compensation action brought by Karene Stricklin against ACIPCO stemming from alleged on-the-job injuries that her ward and conservatee, John Gray, sustained while an ACIPCO employee. We granted the petition to consider, as a matter of first impression, whether Article II of the Alabama Workers' Compensation Act ("the ombudsman-program article"), which encompasses § 25-5-290 through § 25-5-294, Ala. Code 1975, precludes an action seeking to have a benefit-review agreement declared void ab initio on the basis of a signatory's mental incompetency when that action is not commenced so as to comply with the 60-day period set forth in § 25-5-292(b), Ala. Code 1975. For the reasons below, we conclude that it does not, and, thus, we affirm the Court of Civil Appeals' decision.

I. Facts and Procedural History

In June 2014, Gray suffered a serious head injury while employed by ACIPCO as an electrician. Gray subsequently applied for workers' compensation benefits and, on May 20, 2016, attended a benefit-review conference pursuant to the ombudsman-program article. At that conference, Gray, his attorney, an attorney for ACIPCO, and an ombudsman from the Alabama Department of Labor signed a written benefit-review agreement ("the 2016 agreement") in which Gray released ACIPCO from liability on all claims related to his work-related injury and, in exchange, ACIPCO released any subrogation interest it possessed regarding Gray's third-party claims against L.B. Foster Company, the owner and operator of the warehouse where Gray sustained his head injury. Neither ACIPCO nor Gray sought court approval of the 2016 agreement, or sought to be relieved from the effect of the 2016 agreement, within the 60-day period set forth in § 25-5-292(b) for a court to review a benefit-review agreement.

In November 2017, the United States District Court for the Northern District of Alabama dismissed Gray's lawsuit against L.B. Foster Company, and, in March 2019, the United States Court of Appeals for the Eleventh Circuit affirmed the district court's judgment. In April

2019, the Jefferson Probate Court determined that Gray was incompetent and appointed Stricklin, Gray's mother-in-law, as his guardian and conservator. In May 2019, Stricklin, in her capacity as Gray's guardian and conservator, sued ACIPCO in the Jefferson Circuit Court ("the trial court"). Stricklin's complaint asserted a workers' compensation claim on Gray's behalf and alleged that, because of his work-related brain injury, Gray had "lacked the mental capacity to understand and/or make an informed decision" concerning the 2016 agreement that purported to release ACIPCO from liability on Gray's claims under the Workers' Compensation Act ("the Act"), §25-5-1 et seq., Ala. Code. 1975.

ACIPCO filed a motion to dismiss Stricklin's action on the ground that the trial court lacked jurisdiction to set aside the 2016 agreement because Stricklin had filed the complaint attacking that agreement long after the 60-day period set forth in § 25-5-292(b) had expired. Attached to ACIPCO's motion to dismiss, among other materials, was a copy of the 2016 agreement.

In her response to ACIPCO's motion to dismiss, Stricklin again asserted that Gray, because of his alleged mental incompetency at the

time he signed the 2016 agreement, had lacked the capacity to enter into the 2016 agreement, and she argued that the 2016 agreement was therefore void ab initio. Stricklin further argued that, "if the settlement agreement is void ab initio because of Gray's lack of capacity, the sixty-day restriction ... is not applicable." In support of that argument, Stricklin relied on Alabama caselaw providing that the "contracts of insane persons are wholly and completely void." McAlister v. Deatherage, 523 So. 2d 387, 388 (Ala. 1988) (citing, among other authority, § 8-1-170, Ala. Code 1975).[1] Attached to Stricklin's response was the affidavit of Gray's wife, Neisa Gray, who stated that Gray had difficulty understanding and following written instructions in the aftermath of his head injury. Stricklin also attached the affidavit of Dr. Diane Counce, who, based on her examination of Gray and her review of Gray's medical records, testified (1) that, in the months following his accident, Gray had believed it was the 1980s and could not recall that he was married with children and (2) that Gray had "lacked the mental capacity to understand

[1]Alabama does not distinguish "incompetence" from "insanity" in the area of contract law. See Williamson v. Matthews, 379 So. 2d 1245 (Ala. 1980) (equating incompetence to insanity and holding a contract void at its inception because of the lack of capacity of a signatory).

and appreciate the effect" of the 2016 agreement at the time that agreement was executed.

After a hearing, the trial court determined that it lacked subject-matter jurisdiction over Stricklin's action based on the 60-day period set forth in § 25-5-292(b) and entered a judgment dismissing Stricklin's complaint. Stricklin filed a Rule 59, Ala. R. Civ. P., postjudgment motion that was denied by operation of law on February 3, 2020. On March 4, 2020, Stricklin timely appealed the trial court's judgment to the Court of Civil Appeals.

The Court of Civil Appeals reversed the trial court's judgment dismissing Stricklin's action. In particular, the Court of Civil Appeals determined that, "[e]ven if § 25-5-292(b) prevents a circuit court from exercising its power to set aside a benefit-review agreement on the grounds of 'fraud, newly discovered evidence, or other good cause' after the expiration of the 60-day period," Stricklin's complaint did not seek to have the 2016 agreement set aside for "other good cause." ___ So. 3d at ___. Instead, the Court of Civil Appeals concluded, Stricklin's complaint properly sought a judicial determination that the 2016 agreement did "not exist as a legal matter because Gray lacked the requisite capacity to

form mutual assent" and that, as a result, the trial court did have subject-matter jurisdiction to consider Stricklin's claim that the 2016 agreement was void ab initio. ___ So. 3d at ___.

Moreover, although the Court of Civil Appeals acknowledged that "the trial court granted ACIPCO's motion to dismiss on the express ground that it lacked subject-matter jurisdiction, [and] did not consider Stricklin's argument regarding the validity of the 2016 benefit-review agreement," ___ So. 3d at ___, it further concluded that, because no provision of the ombudsman-program article addresses benefit-review agreements signed by an incompetent employee, the provisions of that article do not prevent the application of § 8-1-170, which, subject to certain exceptions not applicable in this case, declares contracts entered into by incompetent persons void an initio. Accordingly, the Court of Civil Appeals remanded the case with instructions that the trial court consider Stricklin's claim that the 2016 agreement was void ab initio based on Gray's alleged incompetency at the time of its execution. ACIPCO petitioned this Court for a writ of certiorari to review whether the Court of Civil Appeals erred in reversing the trial court's judgment and in

determining that § 8-1-170 applies to benefit-review agreements. We granted certiorari review.

II. Standard of Review

"On certiorari review, this Court accords no presumption of correctness to the legal conclusions of the intermediate appellate court. Therefore, we must apply de novo the standard of review that was applicable in the Court of Civil Appeals." Ex parte Toyota Motor Corp., 684 So. 2d 132, 135 (Ala. 1996). The standard of review for analyzing the propriety of a trial court's order granting a Rule 12(b)(6), Ala. R. Civ. P., motion to dismiss[2] is as follows:

> "On appeal, a dismissal is not entitled to a presumption of correctness. Jones v. Lee County Commission, 394 So. 2d 928, 930 (Ala. 1981); Allen v. Johnny Baker Hauling, Inc., 545 So. 2d 771, 772 (Ala. Civ. App. 1989). The appropriate standard of review under Rule 12(b)(6) is whether, when the allegations of the complaint are viewed most strongly in the

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[2]Although ACIPCO's motion was styled as a motion to dismiss for lack of subject-matter jurisdiction under Rule 12(b)(1), Ala. R. Civ. P., motions seeking dismissal of an action based on affirmative defenses like the statute of limitations do not raise a jurisdictional issue but, rather, raise a defense to the merits of an action. See Waite v. Waite, 959 So. 2d 610 (Ala. 2006) ("'[A]ffirmative defenses such as the statute of limitations or the doctrine of res judicata are not jurisdictional bases .... '" (quoting Waite v. Waite, 891 So. 2d 341, 343 (Ala. Civ. App. 2004)). Therefore, ACIPCO's motion is properly analyzed as a Rule 12(b)(6) motion to dismiss.

> pleader's favor, it appears that the pleader could prove any set of circumstances that would entitle her to relief. Raley v. Citibanc of Alabama/Andalusia, 474 So. 2d 640, 641 (Ala. 1985); Hill v. Falletta, 589 So. 2d 746 (Ala. Civ. App. 1991). In making this determination, this Court does not consider whether the plaintiff will ultimately prevail, but only whether [the plaintiff] may possibly prevail. Fontenot v. Bramlett, 470 So. 2d 669, 671 (Ala. 1985); Rice v. United Ins. Co. of America, 465 So. 2d 1100, 1101 (Ala. 1984). We note that a Rule 12(b)(6) dismissal is proper only when it appears beyond doubt that the plaintiff can prove no set of facts in support of the claim that would entitle the plaintiff to relief. Garrett v. Hadden, 495 So. 2d 616, 617 (Ala. 1986); Hill v. Kraft, Inc., 496 So. 2d 768, 769 (Ala. 1986)."

Nance v. Matthews, 622 So. 2d 297, 299 (Ala. 1993). Further, "[t]his Court reviews de novo a trial court's interpretation of a statute." Scott Bridge Co. v. Wright, 883 So. 2d 1221, 1223 (Ala. 2003).

III. Analysis

Neither Stricklin nor ACIPCO disputes that Gray signed a written benefit-review agreement on May 20, 2016, or that he failed to seek court review of the 2016 agreement so that the court could rule on its propriety within 60 days of when the agreement was signed; thus, the only issue before this Court is whether the 60-day period in § 25-5-292(b) governs

an action seeking a judgment declaring that a benefit-review agreement signed by a purportedly incompetent person is void ab initio.[3]

A.

In 1992, the legislature enacted major revisions to the Act. The ombudsman-program article, which was introduced as part of those revisions, established a nonadversarial, informal process for resolving disputed workers' compensation claims without court intervention. § 25-5-291, Ala. Code 1975. As part of that process, and with the consent of both the employee and the employer, an ombudsman from the Department of Labor is tasked with mediating disputed issues involving the claim at a nonmandatory benefit-review conference. § 25-5-290(e) and

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[3]ACIPCO's petition for the writ of certiorari alleges, as an alternative legal theory, that the signature of Gray's attorney was sufficient to make the 2016 agreement binding on Gray. However, because ACIPCO failed to raise that question of law before either the trial court or the Court of Civil Appeals, this Court declines to consider it. See Green v. Taylor, 437 So. 2d 1259, 1260 (Ala. 1983)("[O]rdinarily, issues not raised before the trial court may not be raised for the first time on appeal."); see also Ex parte Jenkins, 26 So. 3d 464, 473 n.7 (Ala. 2009) ("The fundamental rule in this regard, as stated in Corpus Juris Secundum, is that a 'higher court normally will not consider a question which the intermediate court could not consider.'" (citing 5 C.J.S. Appeal and Error § 977 (2007))); Ex parte Linnell, 484 So. 2d 455, 457 (Ala. 1986) ("[A] lower court may not be put in error for failure to rule on a matter which was not presented to it or decided by it.").

§ 25-5-291, Ala. Code 1975. When an agreement or settlement is reached at a benefit-review conference overseen by an ombudsman, that agreement or settlement is subject to § 25-5-292, which provides, in pertinent part:

> "(a) A dispute may be resolved either in whole or in part at the benefit review conference. If the conference results in the resolution of some of the disputed issues by <u>mutual agreement</u> or in a <u>settlement</u>, the ombudsman shall reduce the <u>agreement</u> or the <u>settlement</u> to writing. <u>The ombudsman and each party or the designated representative of the party shall sign the agreement or settlement</u>. A settlement reached hereunder shall, unless otherwise provided herein, be effective on the date the settlement is signed unless one of the parties submits the settlement to the court for approval as provided in [the ombudsman-program] article.
>
> "(b) <u>An agreement signed pursuant to this section</u> shall be binding on all parties through the final conclusion of all matters relating to the claim, <u>unless within 60 days after the agreement is signed or approved the court on a finding of fraud, newly discovered evidence, or other good cause</u>, shall relieve all parties of the effect of the <u>agreement</u>."

(Emphasis added.)

B.

This Court need look only to the plain meaning of the relevant statutory text to determine that the 60-day period in § 25-5-292(b) does not govern an action challenging a benefit-review agreement as void ab initio on the basis of the mental incompetency of a signatory. Crucially,

the 60-day period in subsection (b) of § 25-5-292 governs only a binding "agreement signed pursuant to this section." Section 25-5-292(a), moreover, provides that "[i]f the conference results in the resolution of some of the disputed issues by mutual agreement or in a settlement, the ombudsman shall reduce the agreement or the settlement to writing." (Emphasis added.) Thus, § 25-5-292 presupposes that a written benefit-review agreement signed pursuant to § 25-5-292 -- and subject to the 60-day period in § 25-5-292(b) -- formalizes an underlying, existing "agreement" or "settlement."

The legislature did not define the terms "agreement" or "settlement" for the purposes of the ombudsman-program article. A fundamental principle of statutory construction is that "'[w]hen a term is not defined in a statute, the commonly accepted definition of the term should be applied.'" Ex parte Gadsden Reg'l Med. Ctr., 904 So. 2d 234, 236 (Ala. 2004) (quoting Bean Dredging, L.L.C. v. Alabama Dep't of Revenue, 855 So. 2d 513, 517 (Ala. 2003)); see Antonin Scalia & Bryan A. Garner, Reading Law: The Interpretation of Legal Texts § 6 at 70 (Thomson/West 2012) ("One should assume the contextually appropriate ordinary meaning unless there is reason to think otherwise."). This

Court, moreover, often looks to dictionaries for the commonly accepted meaning of statutory language. See Ex parte Christopher, 145 So. 3d 60, 64 (Ala. 2013) ("The 'plain and ordinary meaning' of statutory language may often be found in a dictionary.").

Black's Law Dictionary defines "agreement" as "[a] mutual understanding between two or more persons about their relative rights and duties regarding past or future performances," Black's Law Dictionary 84 (11th ed. 2019) (emphasis added), and further explains that "'[a]n agreement, as the courts have said, "is nothing more than a manifestation of mutual assent" by two or more parties legally competent persons to one another.'" Id. (quoting 1 Samuel Williston, A Treatise on the Law of Contracts § 2 at 6 (Walter H.E. Jaeger ed., 3d ed. 1957)) (emphasis added). The word "settlement," moreover, is defined as "[a]n agreement ending a dispute or lawsuit." Black's Law Dictionary 1649 (emphasis added).

Significantly, both the word "agreement" and the word "settlement" are commonly understood as requiring a degree of understanding between two or more persons; thus, § 25-5-292, by the plain meaning of its terms, requires that the signatories to a written benefit-review

agreement at least be capable of reaching a mutual understanding. Here, if, as Stricklin's complaint alleges, Gray "lacked the mental capacity to understand and/or make an informed decision concerning ... [the 2016] agreement," then Gray was incapable of reaching a mutual understanding with ACIPCO at the benefit-review conference and, thus, there was never an underlying "agreement" or "settlement" for the ombudsman to reduce to writing or for the parties to sign.

The plain meaning of § 25-5-292 therefore requires this Court to conclude that, because the 60-day period in § 25-5-292(b) applies only to actions challenging an "agreement signed pursuant to [§ 25-5-292]" (emphasis added), Stricklin's action disputing the existence of the 2016 agreement falls outside the potential scope of actions covered by the 60-day period. Accordingly, although we express no opinion as to the merits of Stricklin's claim that the 2016 agreement was void ab initio because of Gray's alleged incapacity, the expiration of the 60-day period in § 25-5-292(b) does not bar the trial court's consideration of that issue.

C.

ACIPCO urges this Court to hold that the Court of Civil Appeals improperly engineered an exception to the 60-day period in § 25-5-292(b)

by applying § 8-1-170 and caselaw that it asserts is inapplicable to conclude that the trial court could properly consider Stricklin's action challenging the existence of the 2016 agreement after the expiration of the 60-day period. In particular, ACIPCO emphasizes that the ombudsman-program article is "part of a comprehensive and specific body of law," and it attempts to distinguish benefit-review agreements from ordinary contracts that are subject to § 8-1-170. According to ACIPCO, the general mandate in § 8-1-170 declaring the contracts of incompetent persons void must yield to the specific 60-day period set forth in § 25-5-292(b) pursuant to the rule of statutory construction that specific statutory provisions control over general statutory provisions. See Baldwin Cnty. v. Jenkins, 494 So. 2d 584, 588 (Ala. 1996); Scalia & Garner, Reading Law: The Interpretation of Legal Texts § 28. This argument, however, is unavailing for three primary reasons.

First, the rule of statutory construction that ACIPCO relies upon for the proposition that the 60-day period in § 25-5-292(b) precludes the applicability of § 8-1-170 applies only "[i]n the event of a conflict between two statutes." Ex parte Jones Mfg. Co., 589 So. 2d 208, 211 (Ala. 1991) (emphasis added). As discussed in Section B, however, the plain language

of § 25-5-292 presupposes the signatories' capacity to understand the terms of the benefit-review agreement, and, therefore, the 60-day period in § 25-5-292(b) is triggered only when the signatories to a written benefit-review agreement understand and form the underlying agreement. In other words, when § 8-1-170 applies, the 60-day period in § 25-5-292(b) does not -- rendering both statutes reconcilable and the general/specific rule of statutory construction immaterial.[4]

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[4]Furthermore, the two authorities cited by ACIPCO for the proposition that the specific provision of § 25-5-292(b) controls over the general provision of § 8-1-170 declaring the contracts of incompetent persons void ab initio both involved statutes that, unlike in this case, contained an express provision that placed them in irreconcilable conflict with another statute. See Davis v. Fayette Cnty. Comm'n, 831 So. 2d 50, 53 (Ala. Civ. App. 2002); Dollar v. City of Ashford, 677 So. 2d 769 (Ala. Civ. App. 1995).

In Davis, for instance, the Court of Civil Appeals concluded that a county employee, in giving notice of injury, was required to comply with only the notification provision of the Act, and that compliance with the presentment-of-claim and nonclaim statutes generally applicable to suits against counties was unnecessary. 831 So. 2d at 51. Significantly, the provision of the Act at issue in Davis expressly applied to counties. See id.; § 11-26-1, Ala. Code 1975 ("Member counties ... shall be governed by the provisions of Sections 25-5-1 through 25-5-231, as amended.") Similarly, in Dollar, the Court of Civil Appeals concluded that, despite a general statute immunizing municipalities from liability for intentional torts, a municipality could be liable for retaliatory discharge under the Act. 677 So. 2d at 770. As the Court of Civil Appeals explained, the

Second, although ACIPCO correctly observes that, unlike an ordinary contract, a benefit-review agreement is subject to the detailed procedural requirements set forth in § 25-5-292, ACIPCO mistakenly concludes that this distinction renders the basic principles governing contract formation inapplicable to benefit-review agreements formed pursuant to the ombudsman-program article. Rather, a benefit-review agreement that satisfies the procedural formalities of § 25-5-292 must still also satisfy the basic, substantive requirements for contract formation under other state statutory authorities and caselaw[5] -- requirements that, as relevant here, include the foundational element of mutual assent. See Hargrove v. Tree of Life Christian Day Care Ctr., 699 So. 2d 1242, 1247 (Ala. 1997).

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general statute provided "immunity for municipalities from liability for intentional torts, except where specifically provided otherwise by statute," and the Act expressly declared the specific statutory provision applicable to municipalities. Id.

[5]Notably, other states have similarly concluded that mediated settlement agreements resolving disputed workers' compensation claims are governed by both their workers' compensation acts and general principles of contract law. See, e.g., Lemly v. Colvard Oil Co., 157 N.C. App. 99, 103, 577 S.E.2d 712, 715 (2003) ("Compromise settlement agreements, including mediated settlement agreements, 'are governed by general principles of contract law.'" (quoting Chappell v. Roth, 353 N.C. 690, 692, 548 S.E.2d 499, 500 (2001))).

Moreover, to the extent that the words "agreement" and "settlement" may be characterized as ambiguous, this construction of § 25-5-292 is bolstered by well-settled principles of statutory construction and Alabama contract law. Indeed, "[i]t is an ingrained principle of statutory construction that '[t]he Legislature is presumed to be aware of existing law and judicial interpretation when it adopts a statute.'" Ex parte Fontaine Trailer Co., 854 So. 2d 71, 83 (Ala. 2003) (quoting Carson v. City of Prichard, 709 So. 2d 1199, 1206 (Ala.1998)). Furthermore,

> "[t]he presumption is that the legislature does not intend to make any alteration in the law beyond what it explicitly declares, either in express terms or by unmistakable implication, and that it does not intend to overthrow fundamental principles, infringe rights, or depart from a general system of law without expressing its intention with irresistible clearness."

Duncan v. Rudulph, 245 Ala. 175, 176-77, 16 So. 2d 313, 314 (1944). This Court has also consistently affirmed that "'[s]tatutes in derogation or modification of the common law are strictly construed'" and that "'[s]uch statutes are presumed not to alter the common law in any way not expressly declared.'" West Dauphin Ltd. P'ship v. Callon Offshore Prod., Inc., 725 So. 2d 944, 952 (Ala. 1998) (quoting Arnold v. State, 353 So. 2d 524, 526 (Ala. 1977)) (emphasis omitted).

Accordingly, this Court presumes that when the legislature enacted the legislation creating the ombudsman program in 1992, it was well aware of the long-standing statutory and common-law principle that a contract is absolutely void if entered into by a person who lacked the requisite mental capacity. § 8-1-170; see, e.g., Lloyd v. Jordan, 544 So. 2d 957, 959 (Ala. 1989) ("'There is no contract where one of the parties was, by reason of physical debility, age, mental aberration, or otherwise, incapable of understanding and appreciating the nature, force, and effect of the agreement he is alleged to have made ....'" (quoting 17 C.J.S. Contracts § 133(1) at 855-57 (1963)) (emphasis added)); Walker v. Winn, 142 Ala. 560, 564, 39 So. 12, 13 (1905) ("Whatever may be the rulings by the courts of other jurisdictions upon the question, this court is fully committed to the doctrine[] that the contract of an insane person is absolutely void.").

Section 25-5-292(b) does not identify a signatory's mental incompetency as a ground for a court to set aside a signed benefit-review agreement. Instead, § 25-5-292(b) provides that an agreement signed pursuant to § 25-5-292 will be binding on the parties unless a court, within 60 days of the parties' signing the agreement, relieves them of the

agreement's effect "on a finding of fraud, newly discovered evidence, or other good cause." (Emphasis added.) Although ACIPCO contends that that § 25-5-292(b) "provides a clear time-frame to challenge a ... [benefit-review agreement] for any reason, including incompetency," the grounds for relieving the parties of the effect of an existing agreement enumerated in § 25-5-292(b) counsel against such an expansive reading. Notably, the legislature expressly identified "physical or mental incapacity" as warranting an exception to the five-day notice rule in § 25-5-78, Ala. Code 1975,[6] but omitted that language from § 25-5-292(b) -- creating an inference that it did not intend for the procedure set forth in § 25-5-292(b) to govern challenges based on a signatory's mental incapacity. See 2A Norman J. Singer & Shambie Singer, Sutherland Statutes and Statutory Construction § 46:6 (7th ed. 2021-2022 Supp.) ("Where a legislature includes particular language in one section of a statute but omits it from

[6]Section 25-5-78 provides that an injured employee who fails to comply with the notice provisions of the Act "shall not be entitled to physician's or medical fees nor any compensation which may have accrued ... unless it can be shown that the party required to give the notice had been prevented from doing so by reason of physical or mental incapacity, other than minority, fraud or deceit, or equal good reason."

another section of the same or a related act, it generally acts intentionally and purposely in the disparate inclusion or exclusion.").

The legislature could have either (1) expressly abrogated the applicability of § 8-1-170 to agreements formed pursuant to § 25-5-292 or (2) identified mental incapacity as a ground for seeking relief from the effects of a benefit-review agreement within the 60-day period set forth in § 25-5-292(b), but it elected not to. Thus, § 25-5-292 does not, "either in express terms or by unmistakable implication," reflect that, by enacting § 25-5-292, the legislature intended to overthrow foundational principles of contract formation embraced by both Alabama common law and § 8-1-170. Duncan v. Rudulph, 245 Ala. at 176, 16 So. 2d at 314.

Third, this Court's obligations to "construe statutes so as to avoid conflicts with constitutional provisions if possible," City of Homewood v. Bharat, LLC, 931 So. 2d 697, 701 (Ala. 2005) (citing James v. Todd, 267 Ala. 495, 505, 103 So. 2d 19, 27 (1957)), and to "'effectuate the legislative intent as expressed in the statute,'" Lambert v. Wilcox Cnty. Comm'n, 623 So. 2d 727, 729 (Ala. 1993) (quoting Darks Dairy, Inc. v. Alabama Dairy Comm'n, 367 So. 2d 1378, 1380 (Ala. 1979)), reinforce our

conclusion that Stricklin's action falls outside the scope of the 60-day period set forth in § 25-5-292(b).

Under ACIPCO's proposed construction, § 25-5-292(b) operates as a total bar to <u>any</u> action seeking judicial review of a benefit-review agreement that does not comply with the 60-day period. Significantly, that construction both implicates due-process concerns and conflicts with the stated purpose of the Act. Assuming the truth of Stricklin's allegations, if this Court adopts ACIPCO's interpretation of § 25-5-292, then Gray will have (1) relinquished his right to pursue a potentially meritorious workers' compensation claim by signing the 2016 agreement while mentally incompetent, (2) consented to a procedure, which he lacked the capacity to understand, in which his failure to submit the 2016 agreement to a court in compliance with § 25-5-292(b) forfeited his statutory right to challenge that agreement, and (3) waived any right to collaterally attack the 2016 agreement as void ab initio after the expiration of the 60-day period. Because this Court is obligated to construe statutes to avoid constitutional infirmities, we decline to interpret § 25-5-292 as commanding such an outcome.

Thus, principles of statutory construction bolster this Court's plain-meaning analysis of § 25-5-292, and we conclude that the 60-day period in § 25-5-292(b) does not govern an action seeking a judgment declaring that a benefit-review agreement signed by a purportedly incompetent person is void ab initio.

IV. Conclusion

The Court of Civil Appeals correctly held that the trial court erred in dismissing Stricklin's complaint. We therefore affirm the Court of Civil Appeals' judgment reversing the trial court's judgment of dismissal and remanding the cause with instructions that the trial court consider Stricklin's claim that the 2016 agreement was void ab initio based on Gray's alleged incompetency at the time that agreement was signed.

AFFIRMED.

Parker, C.J., and Mitchell, J., concur.

Shaw and Mendheim, JJ., concur in the result.

Bolin and Bryan, JJ., dissent.

Sellers, J., dissents, with opinion.

Wise, J., recuses herself.

SELLERS, Justice (dissenting).

In June 2014, John Gray suffered an on-the-job injury while employed by American Cast Iron Pipe Company ("ACIPCO"). On May 20, 2016, Gray, his wife, and his attorney attended a benefit-review conference conducted by an ombudsman in accordance with Ala. Code 1975, § 25-5-290 et seq. In an affidavit he signed at the benefit-review conference, Gray testified: "I understand the nature and extent of the injuries that I claimed from [my] accident. I have discussed this with my attorney and my doctors, and my medical records have been [made] available to me." Gray further indicated that "I have read the foregoing information or had it read to me" and that "[t]he Benefit Review Agreement and this Affidavit have been review[ed] and approved by my attorney. I thoroughly understand the statements [therein], and I am not under the influence of any drugs, medicines or alcoholic beverages." Accordingly, Gray signed a benefit-review agreement ("the 2016 agreement"), releasing ACIPCO from liability for any and all claims related to his work-related injury in exchange for ACIPCO's foregoing its subrogation interest in Gray's third-party action against L.B. Foster Company, the owner and operator of the warehouse where Gray

sustained his injury. By signing the 2016 agreement, Gray also acknowledged that it became immediately binding and that, for the consideration set forth therein, he waived the 60-day period in which to have the agreement reviewed by a court of competent jurisdiction. See Ala. Code 1975, § 25-5-292(b), providing that a benefit-review agreement "shall be binding on all parties through the final conclusion of all matters relating to the claim, unless within 60 days after the agreement is signed or approved the court on a finding of fraud, newly discovered evidence, or other good cause, shall relieve all parties of the effect of the agreement." See also § 25-5-290(f)(2), Ala. Code 1975 ("An employee shall be advised, in writing which shall be notarized, of his or her right to be represented by counsel and of his or her right to have any settlement of his or her claim reviewed by a court of competent jurisdiction at any time within 60 days after the date of the settlement and at the end of 60 days it shall be final and irrevocable." (emphasis added)).

In April 2019, nearly three years after Gray signed the 2016 agreement, the Jefferson Probate Court deemed Gray mentally incompetent and appointed Karene Stricklin as his guardian and conservator. Stricklin, on behalf of Gray, filed a complaint against

ACIPCO, seeking workers' compensation benefits and essentially requesting that the trial court declare the 2016 agreement void on the basis that Gray, at the time he signed the agreement, had lacked the capacity to do so. The trial court dismissed the complaint, concluding that it lacked the power to set aside the 2016 agreement because, it determined, Gray did not seek such relief within 60 days after the agreement was executed. The Court of Civil Appeals entered a judgment reversing that dismissal, reasoning that the 60-day period in § 25-5-292(b) does not govern an action seeking a judicial determination that a benefit-review agreement signed by a purportedly incompetent person is void ab initio. See § 8-1-170, Ala. Code 1975 (providing that, subject to certain exceptions not applicable to this case, "all contracts of an insane person are void"). On certiorari review, the main opinion affirms that judgment; I respectfully dissent.

As previously indicated, § 25-5-292(b) provides that a court of competent jurisdiction may relieve the parties of the effects of an otherwise final benefit-review agreement on the basis of fraud, newly discovered evidence, or other good cause and that such an agreement is subject to review only within 60 days after the agreement is signed.

Section 25-5-292(b) is very specific to its field of operation, and, thus, the more general statute regarding contracts of insane persons must yield to § 25-5-292(b). See Ex parte Jones Mfg. Co., 589 So. 2d 208, 211 (Ala. 1991) ("In the event of a conflict between two statutes, a specific statute relating to a specific subject is regarded as an exception to, and will prevail over, a general statute relating to a broad subject."). Although an allegation of incompetency may arguably constitute a basis for reopening a benefit-review agreement on the basis of "newly discovered evidence" or "other good cause," such an allegation must be made and ruled upon within 60 days after the benefit-review agreement is signed. Section 25-5-292(b) simply makes no provision for exceptions to the 60-day period set forth in the statute. Although it is important that agreements settling claims have some reliable finality, it is equally important that each party's rights are respected so that no one is forced to accept a settlement without proper consideration and informed advice from competent counsel. As indicated, Gray was represented by an attorney of his choosing, and his spouse was involved in the process. To further assure that Gray's agreement to settle his claim against ACIPCO was appropriate, a neutral ombudsman reviewed the agreement and also

concluded that it was fair. Accordingly, I would uphold the trial court's determination that the parties' benefit-review agreement was a full and final adjudication of Gray's workers' compensation claim that, pursuant to § 25-5-292(b), cannot be revisited.