Missouri Court of Appeals
Southern District
In Division

GWEN WOOD, AN INDIVIDUAL, and G.L. MOORE PKG., INC., A MISSOURI CORPORATION,

Plaintiffs-Appellants,

v.

FEDEX GROUND PACKAGE SYSTEM, INC., and TIM ADKISSON,

Defendants-Respondents.

Case Number SD39135

Filed: May 4, 2026

APPEAL FROM THE CIRCUIT COURT OF SCOTT COUNTY

Honorable R. Zac Horack, Judge

APPEAL DISMISSED

Gwen Wood and G.L. Moore Package, Inc. ("Appellants"), attempt to appeal from the Circuit Court of Scott County, Missouri's ("trial court's") purported Revised Judgment Denying Motion to Reopen Case (the "judgment") entered July 28, 2025, which denied Appellants' Motion to Reopen Case (the "Motion"). Because there is no final judgment in this case, the appeal is dismissed.

Factual Background and Procedural History

Appellants filed their Petition for Breach of Contract ("Petition") on June 6, 2018, against defendant FedEx Ground Package System, Inc. ("FedEx") and defendant Tim Adkisson ("Adkisson"). FedEx's Answer to Petition for Breach of Contract ("Answer") was filed on June 21, 2019. Adkisson filed his Motion to Dismiss for Failure to State a Cause of Action ("Motion to Dismiss") on June 21, 2019. On July 10, 2019, Adkisson filed a Notice of Hearing on his Motion to Dismiss for August 26, 2019, at 9:00 a.m.

Appellants and Adkisson appeared on Adkisson's Motion to Dismiss on August 26, 2019. FedEx did not appear. During that hearing, counsel for Appellants acknowledged that the contract between Appellants and FedEx was not attached to the Petition and asked to file it as an exhibit in lieu of filing an amended petition. Counsel for Appellants also requested time for discovery, including to take Adkisson's deposition. Counsel for Adkisson argued there was no contract specifically alleged in the Petition between Adkisson and Appellants: "That is our position that there is no contract even alleged and that [Adkisson] shouldn't even be a party to this action. There is no claim stated against him specifically for a breach of contract." Appellants' counsel countered that there is a contract "[i]n that Adkisson is an employee of [FedEx]. … I believe it falls within being he is the supervisor, that it falls within that. Certainly I think we're entitled to do some discovery to see what exactly is going on." The following exchange then occurred:

> [Trial Court]: … I am struggling to see where there is a contract. Do you think there is a written or oral contract between [Appellants] and [Adkisson]?

> [Appellants' Counsel]: There is no contract between [Appellants] and Adkisson other than he is an employee of [FedEx] and as such there is a contract for [FedEx], in essence there is a contract with Adkisson.
>
> [Trial Court]: So he is a servant of [FedEx] so he cannot contract with your client, right?
>
> [Adkisson's Counsel]: So respectfully, Your Honor, even if there was a contract in place, it is [sic] still has not met that procedural hurdle of being attached to this petition or recited in the petition.
>
> [Trial Court]: Okay. All right. **I will sustain the Motion to Dismiss in regard to a contract between [Appellants] and [Adkisson].**
>
> He can proceed on other allegations in regard to the other torts, unwelcome romantic sexual advance by a supervisor and employee.
>
> ….
>
> [Appellants' Counsel]: And I will file that contract just [sic] I won't file an amended petition. I will simply file a –
>
> [Trial Court]: **In regard to FedEx [Appellants' counsel] will file the copy of a contract which should have been attached to the written orders.**
>
> [Appellants' Counsel]: Yes, thank you, Judge.

(Emphasis added.) Such appearances were memorialized by the following docket entry on the same date:

> **Dismiss by Ct w/o Prejudice**
>
> ….
>
> [Appellants' counsel] appears on behalf of Plaintiff; [Adkisson's counsel] appears … on behalf of Defendant. Motion to Dismiss is taken up and sustained on the contract. [Appellants' counsel] is to file contract and exhibits.

Subsequently, on May 11, 2020, Appellants filed a letter attaching Exhibit A, a document titled "INDEPENDENT SERVICE PROVIDER AGREEMENT[.]" Per the trial court's docket, a four-year-period of inactivity in the case followed. On October 4, 2024,

Appellants filed the Motion, wherein they stated that, at the hearing on Adkisson's Motion to Dismiss:

> The court sustained the motion as to contract only and left the case pending against [Adkisson] for harassment. … Defendant FedEx did not appear or join in the motion[.] … As of the Court's previous order, the case remained fully open as to Fed Ex [sic] and open against Defendant, Tim Adkinsson [sic] for harassment. … The case was inadvertently administratively closed on the 26th day of August, 2019.[1]

Appellants further stated in the Motion that, since the case was "inadvertently administratively closed[,]" work had been done and the case was ready to proceed through the discovery process to final litigation, that the case had not been dismissed and was still pending, and that the trial court should reopen the case. On December 6, 2024, Appellants filed their Notice of Hearing on the Motion for January 22, 2025, at 9:00 a.m. On January 16, 2025, FedEx filed its Opposition to Appellants' Motion, arguing that the trial court "dismissed [Appellants'] lone breach of contract claim for failure to attach a copy of the relevant contract[,]" that the "lone count of breach of contract [] was dismissed in 2019 for a facial defect that impacted its claim against Adkisson and FedEx equally[,]" that the trial court's disposition description on its docket reflected "Dismiss by Ct w/o Prejudice" following the hearing on Adkisson's Motion to Dismiss, and that FedEx "closed its internal case file for this matter on December 8, 2020." On January 21, 2025, Appellants filed documents in support of the Motion, including: (1) an e-mail from

[1] It is not clear to this Court why Appellants' counsel believes the case was inadvertently administratively closed. The record provides no indication that the case was "closed[.]" This Court has been unable to locate anywhere in the record where the trial court or circuit clerk's office informed any party that the case was "closed" or that the case required "reopening[.]"

Appellants' counsel to both of Respondents' counsel dated January 26, 2021, stating "I thinkt [sic] hat [sic] we need to get moving on this case. Any thoughts on how to proceed wioth [sic] discovery[,]" followed by an email exchange dated January 28, 2021, between Appellants' counsel and Adkisson's counsel in which they stated:

> [Appellants' Counsel:] Kyle are you still inthis [sic] case. We need to start moving it.
>
> [Adkisson's Counsel:] Mike it's my understanding the case against my client was dismissed out.
>
> [Appellants' Counsel:] Part of it wass [sic] disnmissed [sic] but not the whole thing. I want to take his deposition then I think it will be able to be dismissed. As it is, they can;t [sic] now remove to Federal Court[;]

(2) a cover letter of submission of Appellants' expert's report to both counsels for the Respondents dated June 7, 2024; and

(3) Adkisson's counsel's response to the expert's report stating, "I believe this matter was dismissed by the Court on August 26, 2019."[2]

On February 3, 2025, the trial court made the following docket entry:

> **Motion Denied**
> **Filed by:** [trial court]
> The [trial court], having reviewed the transcript of proceedings of August 26, 2019, and being fully advised in the premises, denies [Appellants' Motion]. The 2019 [trial court] had ordered [Appellants'] Breach of Contract claim dismissed after a brief hearing. The 2019 [trial court] noted the absence of an attached contract to the pleadings and also considered brief argument regarding the existence of a contractual relationship. After dismissing the claim for Breach of Contract, counsel for [Appellants] offered, sua sponte, to file the alleged contract in lieu of an amended petition, after which the [trial court] noted for the record that counsel would be filing the document. The [trial court] did not solicit Defendant [sic] to file the contract as the matter had been ordered dismissed.

[2] The record does not reflect that counsel for FedEx ever filed a response to Appellants' counsel's correspondence.

The trial court thereafter issued the judgment on July 28, 2025, which memorialized the previous docket entry and replaced the erroneous "Defendant" in the last sentence with "Appellants[.]" This appeal followed.

Analysis

"This Court, acting *sua sponte* if necessary, must first determine whether we have jurisdiction to review an appeal." ***Cox v. Bank of N.Y. Mellon***, 723 S.W.3d 856, 864 (Mo. App. W.D. 2025). With exceptions not applicable here,[3] "[a] final judgment is a prerequisite to appellate review. … If the circuit court's judgment was not a final judgment, then the appeal must be dismissed." ***Ndegwa v. KSSO, LLC***, 371 S.W.3d 798, 801 (Mo. banc 2012). "[A] circuit court's determination [that an order constituted a judgment for purpose of appeal] is not dispositive; instead, 'it is the content, substance, and effect of the order that determines finality and appealability.'" ***Id.*** (quoting ***Gibson v. Brewer***, 952 S.W.2d 239, 244 (Mo. banc 1997)). "A final judgment resolves all issues in a case, leaving nothing for future determination." ***Bare v. Carroll Elec. Coop. Corp.***, 516 S.W.3d 395, 397 (Mo. App. S.D. 2017). "If an intended judgment does not dispose of all issues and all parties in the case or does not form a final disposition of the matter, it is not

[3] In certain instances, a litigant may appeal from the entry of an interlocutory order. *See e.g.*, ***Meadowfresh Solutions USA, LLC v. Maple Grove Farms, LLC***, 578 S.W.3d 758 (Mo. banc 2019); section 512.020(1)-(4); section 435.440; section 472.160(1)-(13); section 211.261.2(2). All references to statutes are to RSMo 2016. However, "[i]n the absence of specific authority appeals do not lie from rulings on motions which do not involve a final disposition of the cause or from orders or judgments of an interlocutory nature, as cases are not to be brought to appellate courts by appeal in detached portions." ***Madison v. Sheets***, 236 S.W.2d 286, 288 (Mo. 1951).

a final, appealable judgment …." ***Avidan v. Transit Cas. Co.***, 20 S.W.3d 521, 523 (Mo. banc 2000) (quoting ***Wallace v. Hankins***, 541 S.W.2d 82, 84 (Mo. App. S.D. 1976)).

> By contrast, an interlocutory order "is an order that is not final and decides some point or matter between the commencement and the end of a suit but does not resolve the entire controversy." *Buemi v. Kerckhoff*, 359 S.W.3d 16, 20 (Mo. banc 2011). "[A]n interlocutory order is, by definition, not 'final' because Rule 74.01(b) provides that it remains modifiable and, therefore, '[a]t any time *before final judgment* a court may open, amend, reverse, or vacate an interlocutory order." *Sanford* [*v. CenturyTel of Missouri, LLC*], 490 S.W.3d [717,] 719-20 [(Mo. banc 2016)] (quoting *Nicholson v. Surrey Vacation Resorts, Inc.*, 463 S.W.3d 358, 365 (Mo. App. S.D. 2015)) (internal quotations and citation omitted).

Meadowfresh, 578 S.W.3d at 760-61.

Appellants and FedEx argue that it is proper for this Court to review on appeal the trial court's purported judgment in this case. In order for us to review a judgment on appeal, however, the trial court had to have the authority to act at the time it entered that judgment, and if it did have such authority, the judgment must be a final judgment resolving all issues against all parties. *See* Rule 74.01.[4] The purported judgment here, however, stems from the trial court's ruling on Appellants' Motion, which presupposed that the case was "closed" or dismissed almost six years earlier on August 26, 2019, when the trial court's docket entry memorialized in writing its oral ruling granting Adkisson's Motion to Dismiss. As such, in order to analyze this case properly and to determine whether we now have jurisdiction to hear an appeal in this case, we must first determine what, in fact, the trial court's ruling encompassed on August 26, 2019. To do that, we begin our analysis near the beginning of the case in May of 2019.

[4] All rule references are to Missouri Court Rules (2026).

Shortly after Adkisson and FedEx were served with the Petition, Adkisson filed his Motion to Dismiss and a Notice of Hearing on the Motion, while FedEx filed its Answer. Appellants' counsel and Adkisson's counsel appeared at the hearing on Adkisson's Motion to Dismiss. FedEx did not appear, as said motion did not seek any relief or dismissal on behalf of FedEx. A review of the transcript from the Motion to Dismiss hearing shows that the trial court sustained the Motion to Dismiss "in regard to a contract between [Appellants] and [Adkisson]." The trial court allowed Appellants to "proceed on other allegations in regard to the other torts, unwelcome romantic sexual advance by a supervisor and employee." With regard to FedEx, the trial court noted that "[Appellants' counsel] will file the copy of a contract which should have been attached to the written orders." The trial court then entered the following docket entry:

> **Dismiss by Ct w/o Prejudice**
>
> ….
>
> [Appellants' counsel] appears on behalf of Plaintiff; [Adkisson's counsel] appears … on behalf of Defendant. Motion to Dismiss is taken up and sustained on the contract. [Appellants' counsel] is to file contract and exhibits.

This docket entry alone reflects that FedEx was not present at the hearing, and relief was only granted on Adkisson's Motion to Dismiss which asked for no relief for FedEx. Further, the dismissal fails to meet the final judgment requirements of Rule 74.01, as it is neither denominated a judgment nor is it signed by a judge. Moreover, Appellants' counsel was granted leave to file "contract and exhibits[,]" an action firmly incompatible with a reading that the trial court's order was intended to resolve all claims against all parties before it. The trial court's docket entry suggests, at the least, it intended to dismiss

Appellants' contract claim against Adkisson or, at the most, dismiss the entire Petition against Adkisson only, as FedEx was not mentioned. Because the matter remained pending against FedEx, we make no determination herein regarding the appealability of the trial court's ruling involving Adkisson. *See* ***Atkins v. Jester***, 309 S.W.3d 418 (Mo. App. S.D. 2010).

Moreover, the transcript of the August 26, 2019 hearing resolves any ambiguity, if any existed, as to the trial court's intent and purpose of its docket entry. Adkisson is specifically identified as the party on whose behalf the Motion to Dismiss is being sustained: "in regard to a contract between [Appellants] and [Adkisson]" and Appellants' counsel was given leave to file contract and exhibits in lieu of an amended petition "[i]n regard to FedEx …."

"A final judgment is one that disposes of all parties and claims in the case." ***Crawford v. Distrib. Operations, Inc.***, 561 S.W.3d 463, 466 (Mo. App. E.D. 2018). "If a judgment is not final, the trial court retains jurisdiction over the case to enter a final judgment disposing of all remaining issues." ***King v. Sorenson***, 575 S.W.3d 239, 243 (Mo. App. W.D. 2018). Where a trial court's purpose and intent is to fully resolve a case and relinquish jurisdiction, the court's ruling must be denominated a "judgment" to avoid any confusion. ***Meadowfresh***, 578 S.W.3d at 760. The denomination requirement "is an attempt to assist the litigants and the appellate courts by clearly distinguishing between when orders and rulings of the trial court are intended to be final and appealable and when the trial court seeks to retain jurisdiction over the issue." ***City of St. Louis v. Hughes***, 950 S.W.2d 850, 853 (Mo. banc1997).

Here, the trial court did not denominate the August 26, 2019 ruling as a "judgment," thus indicating its intent to retain jurisdiction over the remaining breach of contract claim against FedEx, or any claims before the trial court unrelated to the existence of a contract between Appellants and Adkisson. As the docket and transcript from the hearing on Adkisson's Motion to Dismiss reflect, FedEx was not dismissed from the case, no final judgment was entered in any other regard, and the case remained open and pending. Consequently, Appellants' Motion was based on a falsity, therefore was unnecessary and a nullity as the case was open and pending against FedEx and the trial court retained jurisdiction over the matter at the time the Motion was filed. The trial court's purported judgment is of no force and effect. "When issues before the court[, such as Appellants' claims against FedEx in this case,] are left unresolved, there is no final, appealable judgment.[] And in the absence of a final, appealable judgment, we lack jurisdiction to entertain the appeal." ***DeGennaro v. Alosi***, 389 S.W.3d 269, 275-276 (Mo. App. W.D. 2013) (footnote omitted).

Appeal dismissed.

JENNIFER R. GROWCOCK, C.J. – OPINION AUTHOR

MATTHEW P. HAMNER, J. – CONCURS

MICHAEL E. GARDNER, Sp.J. – CONCURS