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IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY

FAMILY TRUST SERVICES LLC, STEVEN REIGLE, REGAL HOMES CO., BILLY GREGORY, JOHN SHERROD, CARL CHAMBERS, DEBRA IRVIN, DOROTHY BOOHER, and GLENNA DAVIS PONCE,	)	
Plaintiffs,	)	**Case No. 15-0780-BC**
v.	)	**JURY DEMAND**
GREEN WISE HOMES LLC, CHARLES E. WALKER, JON PAUL JOHNSON, JULIE COONE, NATIONWIDE INVESTMENTS LLC, MERDAN IBRAHIM, and JAMES BRETT,	)	
Defendants.	)	

ORDER ON DEFENDANTS' MOTIONS FOR SUMMARY JUDGMENT

This matter came before the Court on June 26, 2026, upon the filing of a motion for summary judgement by Defendants Charles Walker, Jon Paul Johnson, and Green Wise Homes LLC (collectively the "REO Defendants"). The REO Defendants seek judgment as a matter of law on all claims asserted directly against them by Debra Irvin, Glenna Davis Ponce, Dorothy Booher, and by all Plaintiffs against Nationwide Investments, LLC ("Nationwide") as the REO Defendants' alter ego. Nationwide filed a response in support of the REO Defendant's Motion in which it agreed and supported the REO Defendants' position that all claims in the action should be dismissed against Nationwide.

Further, in its May 26, 2022 Memorandum and Order on Nationwide's March 22, 2022 Motion for Summary Judgment, the Court reserved ruling on Plaintiffs' claims of civil conspiracy against Nationwide until appeals had been exhausted as to the jury verdict related to the REO Defendants. The Court finds it appropriate to now rule on that issue.

Upon review of the record, argument of counsel, and the applicable law, the Court is ready to rule.

Plaintiffs' Statement of Additional Undisputed Material Facts

In their Response to Plaintiffs' Statement of Additional Undisputed Material Facts in Opposition to Motion for Summary Judgment, the REO Defendants object and move to strike the Statement of Additional Undisputed Material Facts filed on June 19, 2026 due to its noncompliance with Tenn. R. Civ. P. 56.03. The Court finds the request to be well taken. Accordingly, the Plaintiffs' Additional Statement of Undisputed Material Facts is hereby STRUCK from the record.

Summary of Claims

The remaining claims against the REO Defendants include claims of unjust enrichment brought by Ms. Irvin, Ms. Booher, Ms. Ponce, and Mr. Chambers, as well as liability as the "alter ego" of Nationwide. The REO Defendants do not seek summary judgment on the unjust enrichment claim brought by Mr. Chambers.

The remaining claims against Nationwide appear to be for unjust enrichment and civil conspiracy.

Undisputed Material Facts

Ms. Ponce

On or about January 21, 1946, William and Glenna Davis accepted a deed conveying to them property located at 16 North Parkdale Avenue, Chattanooga, TN 37411 (the "Parkdale Property"). William Davis died sometime prior to April 18, 2004. Glenna Davis died on or about

April 18, 2004 intestate with fee simple ownership of the Parkdale Property at the time of her death. The real property taxes that accrued against the Parkdale Property went unpaid and remained unpaid in 2010-2012. As a result, the Metropolitan Government for Hamilton County, Tennessee ("Hamilton County") filed an action to sell the Parkdale Property for the enforcement of unpaid real property taxes in the Hamilton Court, Case No. 11220. On June 5, 2014, the Parkdale Property was sold to Matthew Mucciolo for $8,500.00 by order of the Hamilton Court to satisfy the unpaid property taxes (the "Tax Sale"). A final decree confirming the Tax Sale was entered by the Hamilton Court on June 16, 2014.

On June 5, 2015, REO Holdings, LLC ("REO")—a non-party to this litigation—filed certain documents with the Hamilton Court to redeem the Parkdale Property following the Tax Sale (the "Redemption"). At some point after commencement of this action, REO withdrew the Redemption.

Ms. Booher

On or about February 14, 1968 the property located at 544 Las Lomas Drive, Chattanooga, TN 37421 (the "Burns/Booher Property") was deeded to Robert and Betty Burns. Sometime after acquiring the Burns/Booher Property and while title remained held by Robert and Betty Burns, Mr. Burns passed away. Ms. Burns died on December 12, 2010, leaving behind five children: John Burns, Elizabeth June Burns, and Patricia McCaslin (Ms. Burns' children with Mr. Burns), and Allen Gregory Booher and Larry Booher (Ms. Burns' children with her prior husband) (collectively, the Burns Heirs").

The Burns/Booher Property was made the subject of an action brought on March 29, 2012 by Hamilton County for the for the enforcement of unpaid real property taxes, *Hamilton County v. 2010 Delinquent Taxpayers*, No. 11220. On or about June 5, 2014, the Burns/Booher Property was sold to Plaintiff Billy Gregory in satisfaction of unpaid property taxes that had accrued against it (the "Tax Sale"). A final decree confirming the Tax Sale was entered by the Tennessee Chancery Court for the Eleventh Judicial District (the "Hamilton Court") on June 16, 2014.

On June 12, 2015, REO filed paperwork with the Hamilton County, Tennessee Clerk and Master (the "Clerk's Office") to redeem the Burns/Booher Property (the "Redemption"). At some point after commencement of this action, REO withdrew the Redemption.

On September 21, 2017, Mr. Gregory filed a *Complaint to Quiet Title* in the Hamilton Court, Case No. 17-0692 (the "Quiet Title Action") seeking to quiet his title to the Burns/Booher Property after acquiring it at the Tax Sale. Mr. Gregory named several defendants in the Quiet Title Action, including but not limited to Allen Booher and any other unknown heirs of Betty Burns or other persons claiming an interest in the Burns/Booher Property. The Hamilton Court issued a summons to Allen Booher in the Quiet Title Action on September 21, 2017. Allen Booher was served with the summons and complaint filed by Mr. Gregory in Quiet Title Action on October 2, 2017. Ms. Booher signed the certified mail receipt confirming service upon Allen Booher of the summons and complaint filed in the Quiet Title Action.

On March 14, 2018, the Hamilton Court entered an *Agreed Judgment* in the Quiet Title Action with respect to the claims of Allen Booher (the "Booher Agreed Judgment"). In the Booher Agreed Judgment, which Allen Booher signed, the Hamilton Court ordered that Allen Booher owned no right, title or interest in the Burns/Booher Property. Mr. Gregory's counsel in the Quiet Title Action against Allen Booher is Ms. Booher's counsel in the present case. Allen Booher died March 26, 2019. Ms. Booher was married to Allen Booher at the time of his death. Ms. Booher admits that her only interest in the Burns/Booher Property would have come from her husband upon his death, but also that her husband owned no interest in the Burns/Booher Property at the time of his death.

Ms. Irvin

Ms. Irvin was the owner of certain real property located at 1125 Sunnymeade Drive, Nashville, TN 37216 (the "Irvin Property") as of December 30, 2011, having inherited the Irvin Property from her mother in 2001 and moving into the Irvin Property with her husband in 2002. On December 30, 2011 (the "Petition Date"), Ms. Irvin filed a voluntary petition for bankruptcy under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Middle District of Tennessee, Case No. 3:11-bk-12773 (the "Irvin Bankruptcy"). In the Irvin Bankruptcy, Ms. Irvin swore under oath to the following: she was the sole owner of the Irvin Property as of the Petition Date, the Property had a value of $139,000.00 as of the Petition Date, regions Bank held a first position deed of trust on the Irvin Property (the "Regions DOT") in the amount of $100,270.79 as of the Petition Date, U.S. Bank Held a first position deed of trust on the Irvin Property (the "US Bank DOT") in the amount of $156,000 as of the Petition Date, Ms. Irvin had no equity in the Property as of the Petition Date due to the presence of the Regions DOT and the US Bank DOT encumbering her interest in the Property.

On November 12, 2013, this Court entered a *Final Decree Confirming Tax Sale,* (the "Tax Sale Decree") confirming the sale of the Irvin Property to Daryl Spicer at a public tax sale auction for $71,000.00, subject to the equity of redemption held by all parties holding an interest in the Irvin Property as of that date. Ms. Irvin was mailed a copy of the Tax Sale Decree, which expressly stated that the court would hold the balance of proceeds subject to claims made there against. Ms. Irvin moved to 307 Alta Loma Road, Goodlettsville, TN (the "Alta Loma Property") following entry of the Tax Sale Decree.

Prior to August 2014, Ms. Irvin was contacted by a man named Richard Chambers, who advised her that the tax sale to Mr. Spicer had generated proceeds to which she may be entitled, and that he would assist her in applying for and obtaining these excess proceeds. During a meeting between Defendant Julie Coone and the Irvins on August 9, 2014, the Irvins executed a *Contract to Purchase and Sell Real Estate* (the "Contract"). According to the Contract, the Irvins agreed to convey their entire interest in the Irvin Property via quitclaim deed to REO Holdings, LLC, to specifically include the Irvins' statutory right of redemption from the tax sale. In exchange, REO agreed, among other things, to pay the Irvins an initial payment of $500.00, plus an additional $4,500.00 upon REO's successful redemption of the Irvin Property.

At the August 9, 2014 meeting, the Irvins also signed a *Quitclaim Deed* dated August 9, 2014, of record with the Davidson County Register of Deeds on August 11, 2014 as Instrument No. 20140811-0072317 (the "First Deed").

Following the August 9, 2014 meeting, Ms. Irvin received a check for $500.00 from Walker Law Offices payable to the Irvins. A statutory right of redemption was commenced on the Irvin Property. On November 3, 2014, the Court entered the Decree for Redemption, confirming the redemption of the Property.

Analysis

Summary Judgment

"Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Tenn. R. Civ. P. 56.04; *Rye v. Women's Care Center of Memphis, MPLLC*, 477 S.W.3d 235, 250 (Tenn. 2015). In determining if summary judgment is appropriate, courts must decide "(1) whether a *factual* dispute exists; (2) whether that fact is *material* to the outcome of the case;

and (3) whether the disputed fact creates a *genuine* issue for trial." *Byrd v. Hall*, 847 S.W.2d 208, 214 (Tenn. 1993) (emphasis in original). A "material fact" is one that "must be decided in order to resolve the substantive claim or defense at which the motion is directed." *Id.* at 215. Irrelevant or unnecessary facts are not material. Rye, 477 S.W.3d at 251. A "genuine issue" exists when "a reasonable jury could return a verdict in the nonmoving party's favor." *Byrd*, 847 S.W.2d at 215. In deciding a motion for summary judgment, the court must not weigh the evidence, but must "take the strongest legitimate view of the evidence in favor of the nonmoving party" and overrule the when there is a genuine dispute as to any material fact. *Id.* at 210-211.

When the party moving for summary judgment bears the burden of proof at trial, that party must produce evidence that, if uncontroverted at trial, would entitle the moving party to a directed verdict. *TWB Architects*, 578 S.W.3d at 888 (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 331 (1986) (Brennan, J., dissenting)). When the moving party does not bear the burden of proof at trial, that party must either (i) affirmatively negate an essential element of the non-moving party's claim, or (ii) show that the non-moving party's evidence at the summary judgment stage is insufficient to establish the non-moving party's claim. *Rye*, 477 S.W.3d at 264. In either case where the moving party has made the initial showing, the burden of production then shifts to the nonmoving party to produce evidence to show that there is a genuine issue for trial. *TWB Architects*, 578 S.W.3d at 888. If there is a genuine dispute regarding a material fact, summary judgment should be denied. Even where it appears the parties do not dispute the material facts, if they disagree about the inferences and conclusions to be drawn from those facts, summary judgment is precluded. *See CAO Holdings, Inc. v. Trost*, 333 S.W.3d 73, 83, 87 (Tenn. 2010); *Price v. Mercury Supply Co.*, 682 S.W.2d 924, 929 (Tenn. Ct. App. 1984).

<u>*Unjust Enrichment*</u>

The REO Defendants seek to dismiss the claims of unjust enrichment brought by Ms. Irvin, Ms. Booher, and Ms. Ponce. The Tennessee Supreme Court discussed unjust enrichment and set forth the three-part test as follows:

> "Unjust enrichment is a quasi-contractual theory or is a contract implied-in-law in which a court may impose a contractual obligation where one does not exist." *Whitehaven Cmty. Baptist Church v. Holloway*, 973 S.W.2d 592, 596 (Tenn. 1998) (citing *Paschall's Inc. v. Dozier*, 219 Tenn. 45, 407 S.W.2d 150, 154–55 (1966)). Under an unjust enrichment theory, courts impose a contractual obligation where there is "no contract between the parties or the contract has become unenforceable or invalid," and the defendant will be unjustly enriched unless the court imposes a quasi-contractual obligation. *Id*. We stated that the elements of an unjust enrichment claim are (1) "[a] benefit conferred upon the defendant by the plaintiff", (2) "appreciation by the defendant of such benefit", and (3) "acceptance of such benefit under such circumstances that it would be inequitable for him to retain the benefit without payment of the value thereof." *Freeman Indus., LLC v. Eastman Chem. Co.*, 172 S.W.3d 512, 525 (Tenn. 2005) (internal quotation marks omitted); *see also Paschall's*, 407 S.W.2d at 154. "The most significant requirement of an unjust enrichment claim is that the benefit to the defendant be unjust." *Freeman Indus.*, 172 S.W.3d at 525.

Fam. Tr. Servs. LLC v. Green Wise Homes LLC, 693 S.W.3d 284, 304–05 (Tenn. 2024). In the Court's Memorandum and Order entered on April 22, 2020, the Court dismissed Ms. Booher's, Ms. Ponce's, and Mr. Chambers' unjust enrichment claims, relying on *B & L Corp. v. Thomas & Thorngren, Inc.*, 162 S.W.3d 189 (Tenn. Ct. App. 2004), which provided that the "[q]uasi-contractual theory of recovery involves the *willing* conferring of a benefit by one party to the other and is contraindicated when the benefit alleged is *involuntarily conferred*." *Id*. at 217 (emphases added).

On appeal, the Tennessee Supreme Court overruled *B & L Corp.* finding that unjust enrichment does not require a willing or voluntary conferment of a benefit. *Fam. Tr. Servs. LLC*, 693 S.W.3d at 305–06. The Tennessee Supreme Court discussed the issue as follows:

> Following a hearing on Defendants' motion for judgment on the pleadings, the chancellor dismissed Plaintiffs' claims for unjust enrichment, finding that *B & L Corp. v. Thomas and Thorngren, Inc.* requires that a claim of unjust enrichment involve a "willing conferring of a benefit by one party to the other and is contraindicated when the benefit alleged is involuntarily conferred." 162 S.W.3d 189, 217 (Tenn. Ct. App. 2004) (emphasis added). The chancellor found that as the Plaintiffs did not know of Defendants' actions, they could not sustain a claim for unjust enrichment. Moreover, because Irvin received the compensation she agreed to, she could not assert a claim for unjust enrichment….
>
> Moreover, the facts of this case do not negate a quasi-contractual situation. Walker contracted with Irvin to buy her redemption right, which he then used to redeem the Irvin property. He could have contracted with the actual heirs of the other properties to buy their redemption rights as well. Instead, he filed forged documents that purported to be contracts between REO and alleged heirs of the properties. In the case of the Chambers property, this allowed him to later sell the property at a profit. A jury was entitled to decide whether these facts constituted a claim for unjust enrichment; thus, the trial court's dismissal of the claim on a motion for judgment on the pleadings was improper. *Cf. McClenahan*, 806 S.W.2d at 769.
>
> Therefore, we overrule *B & L Corp.* to the extent that it holds unjust enrichment requires a willing or voluntary conferment of a benefit from one party to the other. *See* 162 S.W.3d at 217.

Id. at 306.

Clearly, Mr. Chambers' claim was revived, and he may pursue a claim for unjust enrichment, as the REO Defendants exercised the redemption, sold the property, and received a profit. The parties disagree whether the Supreme Court revived Ms. Irvin's claims for unjust enrichment and whether Ms. Booher and Ms. Ponce can survive summary judgment on their claim.

Ms. Irvin

The REO Defendants argue that Ms. Irvin's claim for unjust enrichment fails as a matter of law because she holds a written contract with REO under which the parties performed that precludes unjust enrichment. In the Court's April 22, 2020 Order, the Court distinguished Ms. Irvin and dismissed her claim because she had a contract, not because of *B & L Corp*:

> In *B & L Corp.*, the Court found the claim of unjust enrichment inapplicable to the claims asserted by the plaintiff, which were that the defendants had misappropriated

> business techniques and business property and confidential information upon leaving employment. 162 S.W.3d at 217-218. The Court held "We are unaware of any case applying an unjust enrichment theory of recovery under circumstances similar to those in the case at bar. Quasi-contractual theory of recovery involves the willing conferring of a benefit by one party to the other and is contraindicated when the benefit alleged is involuntarily conferred." *Id*. at 217. Similarly, in this case, Plaintiffs **(other than Irvin)** all base their claims on the Defendants' actions to take the redemption opportunities through fraud and covert actions. There was not an expectation of compensation from the Defendants in this case because the Plaintiffs did not know about the Defendants' actions. The Plaintiffs, **other than Irvin**, cannot sustain a claim for unjust enrichment given the facts as they allege them in the Operative Complaint.
>
> **Plaintiff Irvin's situation is different than the others**, but likewise does not state a claim of unjust enrichment. This quasi-contract claim is inapplicable to Irvin's claims because she did, in fact, sign a contract and receive compensation. She alleges fraud in the execution of that agreement, which she can pursue through her other causes of action. She does not, however, have a claim for unjust enrichment.

(Emphasis added). The Court of Appeals affirmed the dismissal of Plaintiffs' claims of unjust enrichment, while the Supreme Court overruled *B & L Corp*. The issue of whether Ms. Irvin's contract precluded her claim of unjust enrichment was not raised by Plaintiffs or discussed by the Supreme Court.[1] Thus, the Court interprets the Supreme Court's decision when it addressed Ms. Irvin's claim as distinguishing her claim from the other Plaintiffs. Accordingly, the dismissal of Ms. Irvin's claim for unjust enrichment is the law of the case and is binding on this Court. *See Raleigh Commons, Inc. v. SWH, LLC*, 580 S.W.3d 121, 132 (Tenn. Ct. App. 2018) (citing *Thornton v. Massey*, No. W2013-01022-COA-R3-CV, 2014 WL 2472206, at *13 (Tenn. Ct. App. May 30, 2014)). The Court hereby amends and revises any prior Orders, including the November 1, 2024

[1] In the REO Defendants' Reply, they provided the actual question presented by the Plaintiffs before the Tennessee Supreme Court:

> The lower courts held that the benefit obtained by a defendant in an unjust enrichment case must be voluntarily conferred by the plaintiff. This thesis is incompatible with the history of the claim, both Restatements of Restitution, and this court's precedents (all showing unjust enrichment claims arising from benefits obtained without the plaintiff's voluntary participation). Did the court of Appeals err?

and March 19, 2025 Orders, in which the Court indicated that Ms. Irvin's claim may have been revived. *See* Tenn. R. Civ. P. 54.02.

Ms. Ponce and Ms. Booher

As to Ms. Ponce and Ms. Booher, the REO Defendants argue that their claims for unjust enrichment fail as a matter of law because neither REO nor the REO Defendants redeemed any property in which Ms. Ponce or Ms. Booher asserts an interest. They contend that no benefit was conferred on the REO Defendants, either voluntarily or involuntarily, and the REO Defendants did not appreciate any benefit arising therefrom. They contend that, absent a benefit conferred or appreciated of any value, there can be no unjust enrichment. In response, Plaintiffs argue that the REO Defendants acquired a right of a redemption that is a property interest that carries value associated with the temporary loss and whether the right is exercised is irrelevant. The Supreme Court's opinion addressed and overruled *B & L Corp.* but did not otherwise prevent the REO Defendants from presenting this argument.

On June 5, 2015, REO filed paperwork to redeem the Parkdale Property, and on June 12, 2015, REO filed paperwork to redeem the Burns/Booher Property. On June 30, 2015, this lawsuit was filed. REO subsequently withdrew the redemptions for both properties, and no title or interest in either property passed to REO or the REO Defendants. The redemption right was never exercised, and the properties were never purchased by the REO Defendants because the right of redemption was withdrawn. For Mr. Chambers, however, and as discussed by the Supreme Court, his property was redeemed and sold for a profit by the REO Defendants, and his claim is not being challenged by the motion. The purpose of the right of redemption is to obtain an interest in the property at issue. This redemption right was never exercised for Ms. Booher or Ms. Ponce, and there was no property transfer that gave either REO or the REO Defendants an interest in those properties. Thus, while the conduct may be wrongful, the undisputed facts establish that, as to Ms. Booher and Ms. Ponce, the REO Defendants did not appreciate or retain a benefit that would be unjust. Accordingly, Ms. Booher's and Ms. Ponce's claims for unjust enrichment fail as a matter of law.

Nationwide

The REO Defendants seek summary judgment on all claims asserted against Nationwide that Plaintiffs contend may give rise to derivative "alter ego" liability against them. Plaintiffs contend that Ms. Irvin has a claim for unjust enrichment against Nationwide that would support a claim for civil conspiracy and alter ego liability. Following the trial, the jury unanimously rejected the fraud claims of Ms. Booher, Ms. Ponce, and Mr. Chambers that may have supported a claim for civil conspiracy. While the jury entered judgment against Mr. Walker in favor of Ms. Irvin for fraud, the jury expressly rejected any finding of civil conspiracy against the REO Defendants.

After the trial, in the Court's May 26, 2022 Memorandum and Order addressing several motions, including Nationwide's summary judgment motion, the Court dismissed Counts IV, V, VI, and VII against Nationwide. At that time, Plaintiffs conceded that their case against Nationwide was based on civil conspiracy. (5.26.22 Order, p. 10). To support this claim, Plaintiffs pointed to the Irvin Property because Nationwide subsequently purchased the Irvin Property from REO in November 2014. (*Id*.). Further, Plaintiffs pointed to Nationwide's involvement in the "Cleveland Property," although they conceded that no Plaintiff has an interest in the "Cleveland Property."[2] (*Id*.). Plaintiffs did not dispute that Nationwide has not been involved in any other business besides the Irvin Property. The Court further stated in its Memorandum and Order:

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[2] In the July 10, 2020 Amended and Consolidated Complaint, Plaintiffs describe the Cleveland Property as follows:

> On or about June 29, 2000, the Hamilton Cleveland Trust, L.D. Brown, Trustee, accepted two deeds to real property situated in Hamilton County, Tennessee, commonly known as 1222 Cleveland Avenue….

In its motion, Nationwide argues that Plaintiffs' claims against it must fail as a matter of law because there is insufficient evidence that Nationwide participated in any alleged conspiracy to harm Plaintiffs via the alleged predicate torts. In addition, that Plaintiffs' alter ego claim fails because the REO Defendants were found not liable for civil conspiracy, or, alternatively, that Tennessee law does not recognize the concept of reverse piercing the corporate veil.

A civil conspiracy requires "an agreement between two or more persons," *Kincaid*, 221 S.W.3d at 38, and "the existence of an underlying tort or wrongful act committed by one or more of the conspirators in furtherance of the conspiracy." *Forrester*, 869 S.W.2d at 330. Notably, in their response, Plaintiffs state, "To be clear, Walker and Johnson are directly responsible for much of the harm the conspiracy has caused, but that is not at issue here; the instant issue is Nationwide's involvement in the conspiracy and the resulting liability of its alter egos." (Omnibus Resp. p.12). Plaintiffs seek to put on proof of Walker and Johnson's actions to support a civil conspiracy claim against Nationwide. However, a jury previously found that none of the REO Defendants, including Walker and Johnson, were liable for civil conspiracy, or any of the underlying torts, but for Irvin's claim of misrepresentation by concealment and fraud as to Walker. Further, the Non-Taxpayer Plaintiffs released any claims they had against the REO Defendants. The crux of Plaintiffs' civil conspiracy claim against Nationwide relies upon the actions of Walker and Johnson as co-conspirators—but they were found not to be involved in any civil conspiracy. Plaintiffs do not allege that Nationwide committed a wrongful act; instead, they argue that Nationwide is liable for conspiracy based on the actions of Walker and Johnson. If Walker and Johnson were found not liable for civil conspiracy, then Nationwide cannot be found liable for civil conspiracy, as it requires "an agreement between two or more persons," and "the commission of a tortious wrongful act by one or more of the conspirators."

…If Walker and Johnson were found not liable for civil conspiracy, then Nationwide cannot be found liable for same, because Plaintiffs would not be able to demonstrate an agreement between Walker, Johnson, and Nationwide. Thus, Plaintiffs claims of civil conspiracy and alter ego against Nationwide would fail as a matter of law if the jury verdict in the previous trial against the REO Defendants were upheld.

In an effort to avoid any *res judicata* issues, the Court, *sua sponte*, removes the trial set for the week of July 25, 2022 until appeals of the jury verdict related to the REO Defendants are exhausted. The Court, therefore, partially grants Nationwide's Motion for Summary Judgment and dismisses any direct claims the Plaintiffs have brought against Nationwide. **Further, the Court reserves ruling on the Plaintiffs' claim of civil conspiracy against Nationwide until appeals are exhausted as to the jury verdict related to the REO Defendants. If the jury verdict is upheld, the Court will likely dismiss the civil conspiracy claim against Nationwide.**

(*Id*. at pp. 11-13) (emphasis added).

Now, Plaintiffs attempt to argue that they have an unjust enrichment claim against Nationwide related to the Irvin Property that supports their civil conspiracy claim. However, the Court does not find that Ms. Irvin can assert a claim for unjust enrichment against Nationwide based on the preceding analysis. Moreover, it does not appear that any other Plaintiff maintains an unjust enrichment claim against Nationwide. While Plaintiffs may attempt to argue an unjust enrichment and/or civil conspiracy claim based on the "Cleveland Property," Plaintiffs conceded in the prior summary judgment that none of them had an interest in that property. Therefore, such claims related to the "Cleveland Property" are dismissed.

Furthermore, the Court does not find that a claim of unjust enrichment can support a claim for civil conspiracy. To prove a claim for civil conspiracy, a plaintiff must present evidence of the following: (1) a common design between two or more persons, (2) to accomplish by concerted action an unlawful purpose, or a lawful purpose by unlawful means, (3) an overt act in furtherance of the conspiracy, and (4) resulting injury. *Kincaid v. SouthTrust Bank*, 221 S.W.3d 32, 38 (Tenn. Ct. App. 2006). A claim for civil conspiracy requires an underlying predicate tort allegedly committed pursuant to a conspiracy. *Watson's v. McCormick*, 247 S.W.3d 169 (Tenn. Ct. App. 2006). Unjust enrichment is not a tort but "a quasi-contractual theory or…a contract implied-in-law in which a court may impose a contractual obligation where one does not exist." *Fam. Tr. Servs. LLC*, 693 S.W.3d at 304 (citing *Whitehaven Cmty. Baptist Church v. Holloway*, 973 S.W.2d 592, 596 (Tenn. 1998); *Paschall's Inc. v. Dozier*, 219 Tenn. 45, 407 S.W.2d 150, 154–55 (1966)). Thus, based on the undisputed facts in the record, a civil conspiracy claim against Nationwide fails as a matter of law since there is no underlying predicate tort allegedly committed pursuant to the conspiracy. Accordingly, there are no claims against Nationwide that would support any derivative alter ego liability against the REO Defendants.

Conclusion

The undisputed facts in the record demonstrate that the REO Defendants and Nationwide are entitled to judgment as a matter of law.

It is THEREFORE, ORDERED, ADJUDGED, and DECREED, that Defendants Charles Walker, Jon Paul Johnson, and Green Wise Homes LLC's Motion for Summary Judgment is GRANTED, and Plaintiffs Ms. Irvin, Ms. Booher, and Ms. Ponce's claims for unjust enrichment against them are hereby DISMISSED. Further, that Plaintiff Ms. Irvin's claim for unjust enrichment against Defendant Nationwide Investments, LLC is hereby DISMISSED.

It is FURTHER ORDERED, ADJUDGED, and DECREED, that Defendant Nationwide Investments, LLC's Motion for Summary Judgment is GRANTED, and Plaintiffs' claims for civil conspiracy against it are hereby DISMISSED.

Further, any claim relying on the "Cleveland Property" brought against Nationwide is likewise DISMISSED.

Accordingly, no claims appear to remain against Nationwide, and the only remaining claim against the REO Defendants is Mr. Chambers' claim for unjust enrichment.

It is so ORDERED.

s/Anne C. Martin
ANNE C. MARTIN
CHANCELLOR
BUSINESS COURT DOCKET
PILOT PROJECT

cc by U.S. Mail, fax, or e-filing as applicable to:

Eugene N. Bulso, Jr., Esq.
Paul J. Krog, Esq.
Bulso, PLC
155 Franklin Road, Suite 400
Brentwood, TN 37027
gbulso@bulso.com
pkrog@bulso.com

Patrick Newsom, Esq.
Newsom Law PLC
40 Music Square E
Nashville, TN 37203
patrick@newsom.law

Ned Hildebrand, Esq.
Gray Waldron, Esq.
Dunham Hildebrand Payne Waldron PLLC
9020 Overlook Blvd., Suite 316
Brentwood, TN 37027
ned@dhnashville.com
gray@dhnashville.com

Robert R. Laser III, Esq.
3711 Central Avenue
Nashville, TN 37205
rob@laserlawfirm.com