IN THE SUPREME COURT OF THE STATE OF NEVADA

WAYNE DAVENPORT,
Appellant/Cross-Respondent,
vs.
HOMECOMINGS FINANCIAL, LLC, A GMAC COMPANY, A FOREIGN CORPORATION,
Respondent/Cross-Appellant.

No. 56322

FILED

MAR 3 1 2014

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER AFFIRMING IN PART, REVERSING IN PART AND REMANDING

This is an appeal from a district court order, certified as final under NRCP 54(b), granting summary judgment to respondent/cross-appellant in a tort action and a cross-appeal from an order denying respondent/cross-appellant attorney fees. Eighth Judicial District Court, Clark County; Susan Johnson, Judge.

PROCEDURAL BACKGROUND

According to the complaint, nonparty Steven Grimm, acting in concert with nonparty Eve Mazzarella and several other individuals and entities, including real estate agents, mortgage brokers, and title and insurance companies, used appellant/cross-respondent Wayne Davenport's credit and identity to purchase a residence located at 2101 Palm Canyon Court in Las Vegas without Davenport's knowledge or consent. The purchase of the Palm Canyon property was facilitated by the execution of two promissory notes and deeds of trust in favor of nonparty Aegis Wholesale Corp. Davenport's complaint asserted that the nonparties forged his signature on loan documents and exaggerated his employment income and assets, thereby misrepresenting his ability to pay the notes. He further alleged that Aegis failed to verify any of the information that it

received, and that it later sold the notes and deeds of trust for the Palm Canyon property to a subsequent servicer or lender. The notes and deeds of trust then passed through a series of additional servicers and lenders, including respondent/cross-appellant Homecomings Financial, before being sold to Saxon Mortgage. Ultimately, Saxon Mortgage foreclosed on the Palm Canyon property.

In his complaint, Davenport asserted claims against Homecomings Financial for unfair lending practices, consumer fraud, fraud, constructive fraud, negligence per se, negligence, civil racketeering, civil conspiracy, and intentional infliction of emotional distress. Homecomings Financial's codefendant Saxon Mortgage filed a motion to dismiss the complaint, which Homecomings Financial joined. Because the district court considered certain attachments submitted with the motion for dismissal, it treated the motion as one for summary judgment, which it granted in favor of Homecomings Financial and certain other defendants.[1] Thereafter, the district court granted a motion for NRCP 54(b) certification of the dismissal, and this appeal followed.

DISCUSSION

On appeal, Davenport asserts that the district court erred by granting summary judgment to Homecomings Financial, declining to allow Davenport to amend his complaint, and awarding costs to Homecomings Financial in the absence of sufficient evidence to support the award.[2] Homecomings Financial responds that the district court

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[1]Davenport also pleaded punitive damages as a claim. The district court dismissed the claim, reasoning that it is a remedy and not a separate cause of action.

[2]Initially, Homecomings Financial's codefendants Heritage Pacific Financial, National Default Servicing Corporation, and Saxon Mortgage

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correctly dismissed each of Davenport's claims and denied leave to amend. In its cross-appeal, Homecomings Financial contends that the district court abused its discretion by denying Homecomings Financial attorney fees. We address each of the parties' arguments on appeal in turn.

Standard of review

Although the district court purportedly treated the motion to dismiss as a motion for summary judgment, the district court's conclusions as to the complaint actually amounted to determinations that Davenport had failed to state a claim upon which relief could be granted, as those were based on the allegations in the complaint, rather than any outside evidence. *Blackjack Bonding v. City of Las Vegas Mun. Court*, 116 Nev. 1213, 1217, 14 P.3d 1275, 1278 (2000) (concluding that a district court order should be reviewed as resolving a motion to dismiss for failure to state a claim, rather than as resolving a motion for summary judgment when "documents outside the pleadings were presented to the district court, [but] the district court did not rely on [those] documents in its ruling"). An order granting a motion to dismiss for failure to state a claim "'is rigorously reviewed.'" *In re AMERCO Derivative Litig.*, 127 Nev. ___, ___, 252 P.3d 681, 692 (2011) (quoting *Shoen v. SAC Holding Corp.*, 122 Nev. 621, 634-35, 137 P.3d 1171, 1180 (2006)). "[T]his court considers all factual assertions in the complaint to be true and draws all reasonable inferences in favor of the plaintiff." *Id.* We reiterate, however, that "[t]o survive dismissal, a complaint must contain some 'set of facts, which, if true, would entitle [the plaintiff] to relief.'" *Id.* (second alteration in

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Services, LLC were also respondents to this appeal, but each of those entities has since been dismissed from the appeal.

original) (quoting *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672 (2008)).

Regarding fraud-based claims, NRCP 9(b) provides, in relevant part, that "the circumstances constituting fraud . . . shall be stated with particularity." "The circumstances that must be detailed include averments to the time, the place, the identity of the parties involved, and the nature of the fraud . . . ." *Brown v. Kellar*, 97 Nev. 582, 583-84, 636 P.2d 874, 874 (1981). Davenport's claims for fraud, consumer fraud, constructive fraud, and civil conspiracy must satisfy NRCP 9(b)'s heightened pleading standards.

Unfair lending practices

Davenport's unfair lending practices claim was premised on Homecomings Financial's alleged violation of NRS 598D.100. The version of NRS 598D.100 in effect at the time of the origination of the loans for the Palm Canyon property made it an unfair lending practice to "[k]nowingly or intentionally make a home loan to a borrower based solely upon the equity of the borrower in the home property and without determining that the borrower has the ability to repay the home loan from other assets." 2003 Nev. Stat., ch. 465, § 7, at 2891.

Here, Davenport's claim for unfair lending practices fails because he did not allege that Homecomings Financial was involved with the origination of the loans for the Palm Canyon property. Stated another way, this claim is legally insufficient because Homecomings Financial did not "make a home loan" to Davenport.[3] *See generally Camacho-Villa v.*

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[3]Under the federal Truth in Lending Act, a civil action "which may be brought against a creditor may be maintained against any assignee of such creditor." 15 U.S.C. § 1641(a) (2006). Notably, no comparable language is contained in NRS 598D.100.

Great W. Home Loans, No. 3:10-CV-210-ECR-VPC, 2011 WL 1103681, at *6 (D. Nev. March 23, 2011) (noting that there is no authority for the proposition that a loan servicer "steps into the shoes of the originator," and therefore concluding that an unfair lending claim under NRS Chapter 598D does not lie against loan servicers not involved in the origination of the loan (internal quotation marks omitted)); *Vo v. Am. Brokers Conduit*, No. 3:09-CV-00654-LRH-VPC, 2010 WL 2696407, at *2 (D. Nev. July 2, 2010) ("A loan servicer who did not make the loan at issue cannot be subject to an unfair lending practices claim."). Accordingly, the district court did not err by dismissing Davenport's unfair lending practices claim.

Fraud and consumer fraud

> In order to state a claim for fraud, a plaintiff must allege:
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> (1) a false representation made by the defendant; (2) defendant's knowledge or belief that its representation was false or that defendant has an insufficient basis of information for making the representation; (3) defendant intended to induce plaintiff to act or refrain from acting upon the misrepresentation; and (4) damage to the plaintiff as a result of relying on the misrepresentation.

Barmettler v. Reno Air, Inc., 114 Nev. 441, 447, 956 P.2d 1382, 1386 (1998). In this case, the defect in Davenport's fraud claim against Homecomings Financial is that Davenport failed to allege that Homecomings Financial made any misrepresentations. Instead, he alleged that the Grimm defendants made false representations about him and that Homecomings Financial failed to inform him of this fraud. While Davenport's allegations might establish fraud by the Grimm defendants, those parties are not before us. As to Homecomings Financial, however, Davenport's claim for fraud fails to state a claim because it does not meet the essential elements that define a fraud claim.

Davenport's consumer fraud claim was predicated on Homecomings Financial's alleged violations of NRS 41.600, NRS 598.0915, and NRS 598.0917. NRS 41.600(2)(e) defines "consumer fraud" as "[a] deceptive trade practice as defined in NRS 598.0915 to 598.0925, inclusive." Most of the provisions cited in the complaint apply specifically to the sale or lease of goods or to retail installment transactions. *See* NRS 598.0915(2), (5), (7), (9), (13), (14), (16); NRS 598.0917(2), (6), (7). Only NRS 598.0915(15), which provides that "[k]nowingly mak[ing] any . . . false representation in a transaction" is a deceptive trade practice could apply to real estate transactions. But, as with his fraud claim, Davenport's claim for consumer fraud under NRS 598.0915(15) did not allege that Homecomings Financial made any misrepresentations and it therefore did not state a legally cognizable claim for relief.

In addition to failing to state legally sufficient claims against Homecomings Financial for fraud or consumer fraud, Davenport failed to plead those claims with particularity. Rather than identifying the time, place, and circumstances of Homecomings Financial's alleged deceptions, Davenport lumped Homecomings Financial together with the other defendants and baldly declared that it defrauded him. These conclusory averments do not satisfy the requirements of NRCP 9(b). *See Swartz v. KPMG LLP*, 476 F.3d 756, 764-65 (9th Cir. 2007) (discussing the federal counterpart to NRCP 9(b) and stating that "Rule 9(b) does not allow a complaint to merely lump multiple defendants together but 'require[s] plaintiffs to differentiate their allegations when suing more than one defendant . . . and inform each defendant separately of the allegations surrounding his alleged participation in the fraud'" (alterations in original) (quoting *Haskin v. R.J. Reynolds Tobacco Co.*, 995 F. Supp. 1437,

1439 (M.D. Fla. 1998))). Accordingly, we conclude that the district court did not err in dismissing Davenport's fraud and consumer fraud claims.

Constructive fraud

"Constructive fraud is characterized by a breach of duty arising out of a fiduciary or confidential relationship." *Long v. Towne*, 98 Nev. 11, 13, 639 P.2d 528, 530 (1982). Such relationships can give rise to a duty to disclose, such that nondisclosure amounts to fraud. *Mackintosh v. Jack Matthews & Co.*, 109 Nev. 628, 634-35, 855 P.2d 549, 553 (1993). Generally, "[a]bsent such a relationship, no duty to disclose arises." *Dow Chem. Co. v. Mahlum*, 114 Nev. 1468, 1487, 970 P.2d 98, 111 (1998), *overruled on other grounds by GES, Inc. v. Corbitt*, 117 Nev. 265, 270-71, 21 P.3d 11, 14-15 (2001). But this court has never recognized the existence of a special or fiduciary relationship arising solely from a routine, arm's-length relationship between a borrower and a lender or successor lender. Other courts have expressly held that "[t]he lender-borrower relationship . . . is normally an arms-length transaction involving no special duty to disclose," *Pension Trust Fund for Operating Eng'rs v. Fed. Ins. Co.*, 307 F.3d 944, 954 (9th Cir. 2002), and Davenport fails to provide any persuasive reason to depart from this general rule.[4]

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[4]Although Davenport asserts that, under *Mackintosh*, a relationship between a borrower and lender gives rise to a duty of disclosure, *Mackintosh* addressed a buyer-seller relationship where the seller was also the lender. 109 Nev. at 635, 855 P.2d at 554. In *Mackintosh*, we reasoned that if a seller acts as more than an ordinary seller, a special relationship between a buyer and seller could preclude summary judgment in favor of the seller on a nondisclosure claim if there is a question of fact as to whether a reasonable person would have placed more reliance on the seller based on the relationship. *Id.* Under these circumstances, Davenport's reliance on *Mackintosh* is misplaced.

In his proposed first amended complaint, Davenport alleged that Homecomings Financial's failure to inform him of the other defendants' alleged wrongdoing was constructive fraud. He further alleged that Homecomings Financial owed him a duty to disclose the wrongdoing because it was "in a relationship of special confidence with [him]." While the factual allegations contained in a complaint must be accepted as true, we have never held that this type of conclusory legal allegation must be accepted as true. The complaint contained no factual averments describing any interactions or contact with Homecomings Financial, nor did Davenport allege that Homecomings Financial had any involvement with the origination of the loans for the Palm Canyon property. Thus, Davenport failed to state facts indicating that he and Homecomings Financial had a fiduciary or special relationship that would impose a duty on Homecomings Financial to inform him of the other defendants' alleged wrongdoing.[5] Therefore, the district court did not err in dismissing Davenport's constructive fraud claim.

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[5]But even when the parties deal at arm's length and no fiduciary or confidential relationship exists, "an obligation to speak can arise from the existence of material facts peculiarly within the knowledge of the party sought to be charged and not within the fair and reasonable reach of the other party." *Villalon v. Bowen*, 70 Nev. 456, 467-68, 273 P.2d 409, 414-15 (1954). Because Davenport never alleged that Homecomings Financial was involved in the origination of the loans for the Palm Canyon property or that he had any interactions with Homecomings Financial, no duty to disclose could arise under this theory. *See Dow Chem.*, 114 Nev. at 1487, 970 P.2d at 111 (finding that no duty to disclose arises from a party's superior knowledge when the party "was not directly involved in the transaction" that gave rise to the claim).

Relaxed pleading under Rocker

With regard to his fraud, consumer fraud, and constructive fraud claims, Davenport asserts that the district court should have applied the relaxed pleading standard from *Rocker v. KPMG LLP*, 122 Nev. 1185, 148 P.3d 703 (2006), *abrogated on other grounds by Buzz Stew*, 124 Nev. at 228 n.6, 181 P.3d at 672 n.6, to his claims. *Rocker* affords a relaxed pleading standard for fraud when the plaintiff alleges "facts supporting a strong inference of fraud . . . and show[s] in his complaint that he cannot plead with more particularity because the required information is in the defendant's possession." *Id.* at 1195, 148 P.3d at 709. In the absence of any allegations that Homecomings Financial made representations to Davenport or any allegations that would establish a confidential relationship between Davenport and Homecomings Financial, we cannot conclude that the facts alleged raised a strong inference of fraud, consumer fraud, or constructive fraud. Thus, the relaxed standard of pleading set forth in *Rocker* did not apply to these claims. *See id.*

Negligence and negligence per se

To state a claim for negligence, a plaintiff must allege four well-known elements: "(1) an existing duty of care, (2) breach, (3) legal causation, and (4) damages." *Turner v. Mandalay Sports Entm't, LLC*, 124 Nev. 213, 217, 180 P.3d 1172, 1175 (2008). In his complaint, Davenport asserted that Homecomings Financial owed him a duty "to provide various financing options," "to disclose relevant information," and "to conduct reasonable evaluations into the merits" of the loans taken out in his name. When, as here, a lender lacks involvement in the loan origination and did not even have a conventional relationship with a borrower, no such duties exist. *See Larson v. Homecomings Fin., LLC*, 680 F. Supp. 2d 1230, 1235 (D. Nev. 2009) (recognizing that a lender in an

arm's-length loan transaction generally does not owe a duty of care to a borrower); *Nymark v. Heart Fed. Sav. & Loan Ass'n*, 283 Cal. Rptr. 53, 56 (Ct. App. 1991) ("[A]s a general rule, a financial institution owes no duty of care to a borrower when the institution's involvement in the loan transaction does not exceed the scope of its conventional role as a mere lender of money."). Therefore, because Homecomings Financial does not, as a matter of law, owe Davenport the duties of care that he alleged it breached, he failed to state a claim for negligence.

To state a claim for negligence per se, a plaintiff must allege that (1) he or she belongs to a class of persons that a statute was intended to protect, (2) the defendant violated the relevant statute, (3) the plaintiff's injuries are the type against which the statute was intended to protect, (4) the violation was the legal cause of the plaintiff's injury, and (5) the plaintiff suffered damages.[6] *See Anderson v. Baltrusaitis*, 113 Nev. 963, 965, 944 P.2d 797, 799 (1997). Davenport's negligence per se claim was based on Homecomings Financial's alleged unfair lending practices in violation of NRS 598D.100. Because, as detailed above, Davenport failed to state a claim against Homecomings Financial for unfair lending, his negligence per se claim against Homecomings Financial necessarily failed to state a claim.[7] Consequently, we conclude that the district court did not err in dismissing Davenport's negligence and negligence per se claims.

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[6]Because Davenport's negligence and negligence per se claims arise from two different set of allegations, we consider them separately. *Cf. Munda v. Summerlin Life & Health Ins. Co.*, 127 Nev. ___. ___ n.3, 267 P.3d 771, 773 n.3 (2011); *Cervantes v. Health Plan of Nev., Inc.*, 127 Nev. ___, ___ n.4, 263 P.3d 261, 264 n.4 (2011).

[7]In light of our conclusions with respect to Davenport's negligence and negligence per se claims, we need not consider Homecomings

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Civil Racketeering

Davenport's civil racketeering claim was predicated on Homecomings Financial's alleged violation of Nevada's RICO statutes, NRS 207.350 through NRS 207.520. To state a claim for such a violation, a plaintiff must allege, with specificity, that the defendant "engag[ed] in at least two crimes related to racketeering that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents." NRS 207.390.

Davenport did not set forth the circumstances of the alleged racketeering with any specificity. He did not differentiate, between the defendants or state with particularity, what racketeering crimes Homecomings Financial allegedly committed or when, where, or how such crimes occurred. Rather, he indiscriminately claimed that "[d]efendants engaged in no less than two crimes relating to racketeering" and set forth a list of crimes that Homecomings Financial and the other defendants had allegedly committed. Thus, Davenport failed to state his racketeering claim with sufficient particularity. *See Hale v. Burkhardt*, 104 Nev. 632, 637, 642, 764 P.2d 866, 869, 872 (1988) (explaining that a civil racketeering claim must provide information as to "when, where [and] how" the underlying criminal acts occurred and "state the necessary elements of the predicate crimes"). Consequently, the district court did not err in dismissing Davenport's civil racketeering claim.[8]

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Financial's argument that those claims were also barred by the economic loss doctrine.

[8]Although the district court improperly dismissed Davenport's civil racketeering claim on the ground that NRS 207.400 is a criminal statute

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Civil conspiracy

To state an actionable claim for civil conspiracy to defraud, a plaintiff must allege: (1) a conspiracy agreement formed by the defendants to unlawfully harm the plaintiff, (2) an act of fraud in furtherance thereof, and (3) resulting damages to the plaintiff. *Jordan v. State ex rel. Dep't of Motor Vehicles & Pub. Safety*, 121 Nev. 44, 74-75, 110 P.3d 30, 51 (2005), *abrogated on other grounds by Buzz Stew*, 124 Nev. at 228 n.6, 181 P.3d at 672 n.6. Here, Davenport averred that Homecomings Financial agreed with the other defendants to work together to improperly close the loans in Davenport's name and to hide the loans from Davenport, that misrepresentations were made on the loan documents in furtherance of the agreement, and that he was physically and financially damaged as a result of the closing of the loans. Although Davenport was somewhat imprecise about the details of this alleged conspiracy, we conclude that he satisfied NRCP 9(b). Thus, the district court erred in dismissing Davenport's claim for civil conspiracy, and we reverse that portion of the district court's order dismissing this claim.[9]

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that does not create a private right of action, *see* NRS 207.470 (providing that "[a]ny person who is injured in his or her business or property by reason of any violation of NRS 207.400 has a cause of action against a person causing such injury for three times the actual damages sustained"), we may affirm the district court's correct result, even if the court reached that result for the wrong reason. *See Albios v. Horizon Cmtys., Inc.*, 122 Nev. 409, 426 n.40, 132 P.3d 1022, 1033 n.40 (2006).

[9]Because the district court erred in dismissing this claim, on remand the district court is to reinstate Davenport's demand for punitive damages, which may be considered if he proves his claim for civil conspiracy.

Intentional infliction of emotional distress

To state a claim for intentional infliction of emotional distress, a plaintiff must allege: "(1) extreme and outrageous conduct with either the intention of, or reckless disregard for, causing emotional distress, (2) the plaintiff's having suffered severe or extreme emotional distress and (3) actual or proximate causation." *Star v. Rabello*, 97 Nev. 124, 125, 625 P.2d 90, 92 (1981). In this case, Davenport failed to describe what conduct by Homecomings Financial he considered extreme and outrageous. Instead, he made the conclusory allegation that "[t]he acts of the Defendants, and each of them, were outrageous and were designed and calculated, in [w]hole or in part, to cause emotional distress in [him]." Thus, the complaint lacked facts supporting the elements of a claim for intentional infliction of emotional distress. Accordingly, the district court did not err in dismissing Davenport's intentional infliction of emotional distress claim.

Amendment to add NRS 104.3404 claim

Davenport argues that he should have been permitted to amend his complaint to add a claim pursuant to NRS 104.3404(4), which provides that,

> [w]ith respect to an instrument to which subsection 1 or 2 applies, if a person paying the instrument or taking it for value or for collection fails to exercise ordinary care in paying or taking the instrument and that failure substantially contributes to loss resulting from the payment of the instrument, the person bearing the loss may recover from the person failing to exercise ordinary care to the extent the failure to exercise ordinary care contributed to the loss.

Davenport contends that Homecomings Financial, by purchasing the promissory notes associated with the loans on the secondary market under

the circumstances alleged, took the notes for value or for collection without exercising ordinary care and that he suffered loss because of Homecomings Financial's action in this regard. In order to establish liability under NRS 104.3404(4), Davenport would have to establish that the promissory notes were "instrument[s] to which subsection 1 or 2 [of NRS 104.3404] applie[d]."

NRS 104.3404(1) applies to instruments for which an impostor "induces the issuer of [the] instrument to issue the instrument to the impostor . . . by impersonating the payee of the instrument or a person authorized to act for the payee." In this case, regardless of his actual involvement in procuring the loans, Davenport would be the issuer of the promissory notes, as he is the person identified in the notes as undertaking to pay. *See* NRS 104.3105(3) (explaining that the "[i]ssuer" is "a maker or drawer of an instrument"); NRS 104.3103(1)(d) (defining "[m]aker" as "a person who signs or *is identified in a note as* a person undertaking to pay" (emphasis added)). Thus, NRS 104.3404(1) would apply if it was alleged that an individual pretending to be the entity entitled to payment on the note induced Davenport to issue the note to that individual. But in the case below, Davenport failed to allege any facts indicating that such an individual induced him to issue the note, and thus, NRS 104.3404(1) does not apply.

NRS 104.3404(2) applies "[i]f a person whose intent determines to whom an instrument is payable . . . does not intend the person identified as payee to have any interest in the instrument, or the person identified as payee of an instrument is a fictitious person." Again, Davenport did not allege any facts establishing that any payee on the promissory notes was not intended to have an interest in the notes or that any payee was a fictitious person. As a result, the promissory notes were

not instruments to which NRS 104.3404(1) or (2) applied, such that NRS 104.3404(4) was inapplicable to Davenport's claims. Thus, the district court did not abuse its discretion in denying Davenport leave to amend to add a claim under NRS 104.3404(4), as such an amendment would have been futile. *See Halcrow, Inc. v. Eighth Judicial Dist. Court*, 129 Nev. ___, ___, 302 P.3d 1148, 1152 (2013) ("[L]eave to amend should not be granted if the proposed amendment would be futile.").

Costs

Davenport also asserts that the district court abused its discretion in granting costs to Homecomings Financial because Homecomings Financial failed to support its motion with documentation demonstrating the reasonableness and accuracy of the claimed costs. As we reverse the district court's judgment with regard to the civil conspiracy claim and remand the matter for further proceedings, we also vacate the district court's award of costs to Homecomings Financial, so that the district court may reconsider the cost award once all of the claims involving Homecomings Financial have been resolved.

Attorney fees

In its cross-appeal, Homecomings Financial contends that the district court abused its discretion by denying its motion for attorney fees under NRS 7.085 and NRS 18.010(2)(b) because the claims were brought or maintained without a reasonable basis. Having considered the record and the parties' arguments, we conclude that the district court did not abuse its discretion in determining that the dismissed claims were not "brought or maintained without reasonable ground or to harass the prevailing party." NRS 18.010(2)(b); *see* NRS 7.085(1)(a). As a result, the district court did not abuse its discretion in denying Homecomings Financial's request for attorney fees on this basis.

CONCLUSION

For the reasons stated herein, we affirm the district court's grant of summary judgment to Homecomings Financial and dismissal of Davenport's claims, except with regard to the civil conspiracy claim. As to that claim, we reverse the district court's judgment and remand this matter to the district court for further proceedings. In light of the reversal and remand, we also vacate the district court's award of costs to Homecomings Financial. Finally, we affirm the district court's denial of attorney fees with regard to the dismissed claims.

It is so ORDERED.

Pickering, J.
Pickering

Parraguirre, J.
Parraguirre

Saitta, J.
Saitta

cc: Thomas J. Tanksley, Settlement Judge
G. Dallas Horton & Associates
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