

# SUPREME COURT OF VIRGINIA



SUPREME COURT BUILDING  
100 NORTH NINTH STREET  
RICHMOND, VIRGINIA 23219  
(804) 786-2259

## **Granted Appeal Summary**

### **Case**

CARLA G. COLEMAN v. WESTWOOD BUILDINGS LIMITED PARTNERSHIP  
(Record Number 191475)

### **From**

The Circuit Court of Fairfax County; D. Bernhard, Judge.

### **Counsel**

Kevin E. Smith (Law Office of Kevin E. Smith) for appellant.

Mathew D. Ravencraft and Louise T. Gitcheva (Rees Broome, PC) for appellee.

### **Assignments of Error**

1. The lower court erred in failing to clearly identify what transfers violated the fraudulent conveyance statute and what transfers violated the voluntary conveyance statute and awarding identical *in personam* judgments in the amount of \$380,864.91 for each yet finding them jointly and severally liable for a total global sum of \$478,220.69.
2. The lower court erred in holding Appellant liable for Appellee's conversion claim against Mr. Grayson individually when it subsequently included it in the total global sum that could be collected.
3. The lower court erred as a matter of law in awarding attorney's fees and sanctions in a case that is not a fraud case, where the court found there is no "pattern of misconduct" of "callous, deliberate, deceitful acts," and where the plaintiff had not elected to proceed exclusively in equity, all in violation of this Court's recent holding in *MCR Federal, LLC v. JB&A, Inc.*, 294 Va. 446 (2017), as well as being contrary to the plain meaning of Va. Code § 55-82.1, especially where a claim for such sanctions were never pled, briefed, noticed for a hearing, or timely requested.
4. The trial court erred in finding Appellant liable as a participant as a transferee in violation of the plain meaning of those terms as laid out in *La Bella Dona Skin Care, Inc. v. Belle Femme Enterprises, LLC* when she never personally received any of the fraudulent transfers or had signatory authority and/or ownership interest on any of the bank accounts where such transfers were deposited as well as for deposits of negotiable instruments made out to G&K, K&A, and

GLC she was required to make as part of her job regarding payments received by G&K, K&A, GLC and Grayson.