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I. ABSTRACT

This year saw few developments in Georgia corporate law.[1] The one reported case on the topic involved veil piercing and related doctrines—nothing novel, but an opportunity to review and clarify this important area of Georgia law.

II. INTRODUCTION

In *Lowery v. Noodle Life, Inc.*,[2] plaintiff Hee Jin Lowery badly burned herself when the seafood noodle soup she bought from a College Park restaurant spilled.[3] The resulting lawsuit against the restaurant's corporate entity, Shou & Shou, Inc., alleged that the restaurant improperly packaged the to-go soup, and the restaurant settled the claims against it for $1 million.[4] This judgment went unsatisfied, however; there were issues with the restaurant's insurance coverage, the restaurant had been sold, and the corporation had few other assets.[5] And so, plaintiffs pursued the College Park restaurant's Decatur location, a

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1. For an analysis of business associations during the prior survey period, *see* Stuart E. Walker, *Business Associations*, *Annual Survey of Georgia Law*, 73 MERCER L. REV. 1 (2021), https://digitalcommons.law.mercer.edu/jour_mlr/vol73/iss1/5/ [https://perma.cc/5KFE-WYV5].

2. 363 Ga. App. 1, 869 S.E.2d 600 (2022).

3. *Id.* at 2, 869 S.E.2d at 602.

4. *See* Docket Entry (July 7, 2020), Lowery v. Noodle Life, Inc., 2019 WL 13167551 (Ga. State Ct.) (No. 19A75644).

5. Telephone interview with Robert Luskin, Esq., Attorney for Noodle Life, Inc., Aug. 1, 2022.

separate restaurant not involved in the accident and run by a separate corporation, Noodle Life, Inc.[6] The DeKalb County State Court granted Noodle Life's motion for summary judgment, and the Georgia Court of Appeals affirmed that decision.[7]

Plaintiffs based their claims against Noodle Life (the corporation operating the Decatur restaurant) on: veil piercing ("alter ego"), agency-law, and joint-venture theories.[8] Plaintiffs had a few helpful facts: both corporations were owned by the same three shareholders (siblings Lena Shou Kuo, Lili Shou, and Lenny Shou), the Decatur location did some food preparation for both restaurants, and the restaurants may have shared an online ordering system. They also used the same menu and the same recipes. But the two businesses were legally, financially, and for the most part operationally distinct—they maintained separate finances, bore their own expenses, had separate staffs and payrolls, and they each, separately, complied with corporate formalities such as corporate records and procedures.[9] This fell short of the showing required on any of plaintiffs' theories to hold Noodle Life responsible for Shou & Shou's tort liability.[10]

While the case may be unremarkable legally, it does offer an opportunity to review and assess corporate veil piercing and related issues under Georgia law. This Article will proceed as follows: Part III will review Georgia law on piercing the corporate veil; Part IV will address the related (but less common) theory of enterprise liability actually asserted in *Lowery*; Part V will cover other piercing issues; and Part VI will address the *Lowery* plaintiffs' agency-law and joint-venture theories.

III. PIERCING IN GEORGIA

Shareholders are not normally responsible for corporate debts beyond the amount they have invested.[11] In that sense, shareholders enjoy limited liability, though of course corporations are unlimitedly liable for their own debts, just as shareholders are unlimitedly liable for their own debts. This follows from the premise that a corporation is its own legal

6. *See Lowery*, 363 Ga. App. at 3, 869 S.E.2d at 603. Lowery's husband asserted a loss-of-consortium claim, hence "plaintiffs."

7. *Id.* at 1, 869 S.E.2d at 602.

8. *Id.* at 2, 869 S.E.2d at 603.

9. *Id.*

10. *Id.* at 3, 869 S.E.2d at 603.

11. Kinney Shoe Corp. v. Polan, 939 F.2d 209, 213 (4th Cir. 1991).

entity, distinct from its shareholders,[12] and normally one "person" is not responsible for another person's legal obligations.[13]

However, where shareholders fail to respect the legal and financial separateness of the corporate form, and that failure works a fraud or inequity on a corporate creditor, a court may likewise disregard the corporate form—colloquially, "pierce the corporate veil," or treat the corporation as the shareholders' "alter ego"—to hold shareholders personally liable for corporate obligations.[14] Note that this was not sought in *Lowery*; plaintiffs did not seek to hold the Shou siblings personally liable for the Shou & Shou, Inc. settlement.[15] Rather, plaintiffs sought to hold the siblings' separate Decatur restaurant, operated by Noodle Life, liable for the Shou & Shou tort.[16]

Georgia applies these principles using alter ego terminology:

> To establish the alter ego doctrine it must be shown that the stockholders' disregard for the corporate entity made it a mere instrumentality for the transaction of their own affairs; that there is such unity of interest and ownership that the separate personalities of the corporation and the owners no longer exist; and to adhere to the doctrine of corporate entity would promote injustice or protect fraud.[17]

This boils down to a two-prong standard, as in other states: (1) whether the shareholders fail to respect the corporate form, and (2) whether that failure works a fraud or injustice upon a corporate creditor.[18]

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12. Farmers Warehouse of Pelham, Inc. v. Collins, 220 Ga. 141, 150, 137 S.E.2d 619, 625 (1964) ("Neither a portion nor all of the natural persons who compose a corporation, or who own its stock and control its affairs, are the corporation itself." (quoting Exchange Bank of Macon v. Macon Constr. Co., 97 Ga. 1, 5–6, 25 S.E. 326, 328 (1895))).

13. Phillip Rucker, *Mitt Romney says 'corporations are people,'* WASHINGTON POST (Aug. 11, 2011) https://www.washingtonpost.com/politics/mitt-romney-says-corporations-are-people/2011/08/11/gIQABwZ38I_story.html [https://perma.cc/S9HQ-QQ64] ("Corporations are people, my friend."). *But see* Part VI, *infra* (discussing agency-law theories where principals are vicariously liable for their agents' torts).

14. Other means of holding shareholders responsible for corporate obligations include fraudulent transfer/conveyance law, successor liability, perhaps agency law, and explicit direct liability under some statutes (e.g., CERCLA). *See* 42 U.S.C. ch. 103 (2022).

15. *Lowery*, 363 Ga. App. at 2, 869 S.E.2d at 603.

16. *Id.*

17. *Farmers Warehouse*, 220 Ga. at 150, 137 S.E.2d at 625 (noting also that "[g]reat caution should be exercised . . . in disregarding the corporate entity").

18. A few states, but not Georgia, apply an optional third prong for voluntary creditors: that plaintiff seeking to pierce the corporate veil has not assumed the risk of an unsatisfied judgment. *See*, *e.g.*, *Kinney Shoe Corp.*, 939 F.2d at 211 (applying West Virginia law); Perpetual Real Estate Servs. Inc. v. Michaelson Properties, Inc., 974 F.2d 545, 550 (4th Cir. 1992) (applying Virginia law) (citing 1 William M. Fletcher, *Fletcher Cyclopedia of the Law*

The first of these prongs—failing to respect the corporate form—presents itself in two ways: failing to respect the *legal* distinction between the shareholders and the corporation, and failing to respect the *financial* distinction between the shareholders and the corporation. As to the former, did the shareholders observe the formalities required of corporations? Did they hold board meetings, keep minutes of those meetings, issue stock certificates, and adopt and observe bylaws? Or did the shareholders act as if they are one and the same with the corporation, that these procedures and rules that accompany corporate status do not bind them?[19]

As to financial separateness, did the shareholders treat corporate finances as their own, fail to distinguish between personal and business accounts, or otherwise commingle personal and corporate funds? In other words, did the shareholders act as if they were financially the same as the corporation? Whether done innocently, negligently, or deliberately—for example, siphoning off corporate assets to leave the corporate treasury unable to satisfy its financial obligations—the failure to respect the financial separateness of the corporation also satisfies the first prong of the veil-piercing standard.

The "unity of interest and ownership language" in the block quote is common in veil-piercing standards, but it is not very helpful and is even a bit misleading.[20] In a one-shareholder corporation, there would of course be a perfect overlap between the shareholder's and the corporation's interests. There would likewise be unity of ownership where there is only one shareholder. Such an arrangement is acceptable, commonplace even, and should not in and of itself give rise to veil-piercing concerns.[21] It is better to assess in the first prong whether the shareholders respected the corporation's legal and financial separateness.

The second prong of the veil-piercing standard is the equitable hook needed to invoke the extraordinary, equitable relief sought: disregarding a corporation's legal status. Here, one asks whether the shareholders'

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of Private Corporations § 41.85 at 712 (1990 ed.) for the proposition that courts should be more reluctant to pierce in favor of voluntary creditors).

19. *E.g.*, Saxton v. Luke, 164 Ga. App. 170, 171, 296 S.E.2d 751, 752 (1982) (piercing where the corporation issued no stock, held no board meetings, and commingled funds).

20. NEC Techs. v. Nelson, 267 Ga. 390, 397, 478 S.E.2d 769, 775 (1996) (asking whether "there is such unity of interest and ownership that the separate personalities of the corporations no longer exist").

21. *See* JAMES S. RANKIN, JR. & ELIZABETH G. RANKIN, KAPLAN'S NADLER GEORGIA CORPORATIONS, LIMITED PARTNERSHIPS AND LIMITED LIABILITY COMPANIES §§ 3:24–25 (2022–23 ed.) ("[A] Georgia corporation can now have one incorporator, one shareholder, and one director, all of whom can be the same person.").

disregard of the corporate form has defrauded corporate creditors or otherwise worked an injustice upon them.[22] Has the corporate form been abused such that equity requires a departure from the general rule on limited liability for shareholders? As a Georgia corporate-law treatise puts the question, has the business "overextended its privileges in the use of the corporate entity to defeat justice, to perpetrate fraud, or to evade statutory, contractual or tort responsibility."[23]

Fraud is fairly self-explanatory,[24] but what constitutes injustice for veil-piercing purposes? One non-Georgia court described injustice this way:

> [I]njustice means something less than an affirmative showing of fraud—but how much less? . . . . [S]ome "wrong" beyond a creditor's inability to collect would result: the common sense rules of adverse possession would be undermined; former partners would be permitted to skirt the legal rules concerning monetary obligations; a party would be unjustly enriched; a parent corporation that caused a sub's liabilities and its inability to pay for them would escape those liabilities; or an intentional scheme to squirrel assets into a liability-free corporation while heaping liabilities upon an asset-free corporation would be successful.[25]

Commingling and intentional undercapitalization are common in successful veil-piercing cases,[26] and where such manipulation also involves ignoring the financial separateness of the corporate form, as it often will, the fact can do double duty on the first and second veil-piercing prongs.

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22. *Farmers Warehouse*, 220 Ga. at 150, 137 S.E.2d at 625 (asking whether the "corporate entity has been used as a subterfuge and to observe it be to work an injustice").

23. RANKIN & RANKIN, *supra* note 21, at § 3:14.

24. The Restatements define fraud as a material misstatement of fact, made intentionally or without regard to its falsity, on which another justifiably relies, causing damages. *See generally* RESTATEMENT (SECOND) OF CONTRACTS § 162 (Am. L. Inst. 1981); RESTATEMENT (SECOND) OF TORTS § 525 (Am. L. Inst. 1977). But in this context, fraud is any deceit that hinders, delays, or prevents corporate creditors from getting paid.

25. Sea-Land Services, Inc. v. Pepper Source, 941 F.2d 519, 523–24 (7th Cir. 1991) (internal quotation omitted) (applying Illinois law).

26. *See*, *e.g.*, Bone Constr. Co. v. Lewis, 148 Ga. App. 61, 250 S.E.2d 851 (1978) (commingling assets); Abbott Foods of Ga., Inc. v. Elberton Poultry Co., 173 Ga. App. 672, 327 S.E.2d 751 (1985) (same); *In re* Adventure Bound Sports, 837 F. Supp. 1244 (S.D. Ga. 1993) (same); J-Mart Jewelry Outlets v. Std. Design, 218 Ga. App. 459, 462 S.E.2d 406 (1995) (same); Bishop Eddie Long Ministries, Inc. v. Dillard, 272 Ga. App. 894, 613 S.E.2d 673 (2005) (same); Anthony v. Gator Cochran Constr., Inc., 299 Ga. App. 126, 682 S.E.2d 140 (2009) (same); Barnes v. Smith, 339 Ga. App. 607, 794 S.E.2d 262 (2016) (same).

In addition, Georgia cases require the veil-piercing plaintiffs to show that the corporation whose veil is to be pierced was insolvent at the time of the transaction.[27] Otherwise, Georgia courts reason, a plaintiff would have an adequate remedy at law and need not invoke the equitable veil-piercing remedy.[28] In the language of the second prong, where is the fraud or injustice if a successful plaintiff can recover damages from the corporation?

As noted, the *Lowery* plaintiffs did not seek to hold Shou & Shou's shareholders personally liable for the College Park restaurant's negligence; that is, they did not technically seek to pierce Shou & Shou's corporate veil.[29] Nor does it seem that such a claim would have succeeded. Plaintiffs did not allege facts that speak to either of the two veil-piercing prongs, though they may have been able to make the required preliminary showing of Shou & Shou's insolvency.[30]

IV. ENTERPRISE LIABILITY

The *Lowery* plaintiffs' pursuit of Noodle Life rests more on enterprise liability than veil piercing.[31] In enterprise liability, a plaintiff aims to treat separate but affiliated companies as a single business enterprise and, if successful on the merits, looks to the assets of the entire enterprise for satisfaction.[32] The theory "is most useful when the responsible corporation is insolvent, but the enterprise as a whole has sufficient assets to satisfy the creditor's claim."[33] This describes the *Lowery* facts

27. Johnson v. Lipton, 254 Ga. 326, 328, 328 S.E.2d 533, 535 (1985) (requiring plaintiffs seeking to pierce the corporate veil to first establish defendant corporation's insolvency); Great Dane, Ltd. P'ship. v. Rockwood Serv. Corp., No. CV410-265, 2011 U.S. Dist. LEXIS 61526, *9–10 (S.D. Ga. Jun. 8, 2011) (same).

28. *Johnson*, 254 Ga. at 328, 328 S.E.2d at 535.

29. *Lowery*, 363 Ga. App. at 5, 869 S.E.2d at 604–05.

30. *Id.* Again, the Georgia cases require that the corporate debtor be insolvent at the time of the transaction. Here, perhaps Shou & Shou was solvent when the events transpired but insolvent when plaintiffs sued. If that were the case, plaintiffs would need the veil-piercing remedy—they would have no adequate remedy at law—yet they would not be able to make the required preliminary showing. Georgia's insolvency requirement would not serve its purpose on such facts.

31. The parties and court in *Lowery* may have used the term "joint venture" to suggest enterprise liability or considered the Decatur business the "alter ego" of the College Park business involved in plaintiffs' tort. *Lowery*, 363 Ga. App. at 6, 869 S.E.2d at 605.

32. Gartner v. Snyder, 607 F.2d 582, 588 (2d Cir. 1979) (imposing enterprise liability where three corporations acted as one, kept combined records, commingled finances, and failed to observe corporate formalities); Pan Pacific Sash & Door Co. v. Greendale Park, Inc., 333 P.2d 802 (Cal. App. 1958); *see generally* STEPHEN M. BAINBRIDGE, CORPORATE LAW 91 (4th ed. 2020).

33. BAINBRIDGE, *supra* note 32, at 92.

insofar as the Decatur location was better able to satisfy a judgment than the College Park location.[34]

Like veil piercing, however, enterprise liability is a difficult theory on which to prevail. The standard has the same two prongs as veil piercing: "[1] such unity of interest and ownership that the separateness of the two corporations ha[s] in effect ceased and [2] an adherence to the fiction of a separate existence of the two corporations would . . . promote injustice."[35] In other words, are the supposedly separate corporations treated as a single entity, with shared offices, employees, finances, inventory, and equipment?[36] And has the arrangement defrauded or worked an injustice on a creditor? For example, has a company siphoned off a sister company's assets leaving it unable to meet its obligations?[37]

Typically, the same shareholders own all of the companies within the enterprise ("unity of . . . ownership"), but this is not a sufficient ground in and of itself to impose enterprise liability.[38] As in conventional veil piercing, it is perfectly legitimate to structure a business with multiple, separate, related entities.[39] Further, enterprise liability should not follow every time one affiliated company cannot meet its obligations.

For the *Lowery* plaintiffs to impose enterprise liability on Noodle Life, they would have needed to show the shareholders of Shou & Shou and Noodle Life treated the two businesses as one, ignored their legal or financial separateness, and designed the arrangement to defraud creditors or work an injustice.[40] Beyond the allegation that Noodle Life did occasional food preparation for both restaurants, plaintiffs offered little with which to support imposing enterprise liability.[41] That Noodle Life followed corporate formalities, was operationally and financially distinct from its shareholders and Shou & Shou, and did not appear to be

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34. Telephone interview with Robert Luskin, Esq., Attorney for Noodle Life, Inc., Aug. 1, 2022.

35. *Pan Pacific Sash*, 333 P.2d at 806.

36. *See*, *e.g.*, Derbyshire v. United Builders Supplies, 194 Ga. App. 840, 392 S.E.2d 37 (1990) (treating multiple commonly owned corporations as one).

37. In *Pan Pacific Sash*, the business was split into two separate entities: one to incur debts and one to hold assets. 333 P.2d at 806.

38. *See* Walkovszky v. Carlton, 223 N.E.2d 6 (N.Y. 1966); BAINBRIDGE, *supra* note 32, at 94.

39. *See Walkovszky*, 223 N.E.2d 6; BAINBRIDGE, *supra* note 32, at 94 ("There is nothing intrinsically fraudulent about deciding to incorporate or about dividing a single enterprise into multiple corporations, even when done solely to get the benefit of limited liability . . . . [T]here must be some element of unjust enrichment.").

40. *Lowery*, 363 Ga. App. at 3–4, 869 S.E.2d at 604.

41. *Id.* at 2, 869 S.E.2d at 603.

organized to defraud creditors again saved it from assuming Shou & Shou's liability.[42]

V. OTHER PIERCING ISSUES

One alternate theory to collect from a sister company like Noodle Life is reverse veil piercing. Reverse veil piercing is, as the name suggests, the opposite of conventional (or "forward") veil piercing: using the same concept and doctrine but imposing a shareholder's personal obligation on a corporate entity.[43] As with conventional veil piercing, reverse veil piercing requires (1) a failure to respect the legal or financial separateness of the shareholders and the corporation, and (2) fraud or injustice justifies allowing a creditor to likewise ignore any distinction between the shareholders and the corporation.[44]

Georgia does not recognize reverse-veil-piercing theory, however,[45] and in any event, the required showing would have been doubly difficult for the Lowerys. Not only would plaintiffs have to successfully pierce the Shou & Shou corporate veil to reach its shareholders, they would then have to pierce Noodle Life's corporate veil to hold the corporation liable for the shareholders' newly imposed obligation. Because it appears neither corporation was particularly susceptible to veil piercing, this theory, even if available, would have been unlikely to succeed.

The last piercing issue worth mentioning is ripeness: must a would-be corporate creditor first establish the corporation's primary liability before invoking veil piercing to target its shareholders? This was not an issue in *Lowery*, in that Shou & Shou settled with plaintiffs relatively early on.[46] But in other cases, defendants will prefer to defer veil-piercing issues, citing judicial efficiency, whereas plaintiffs will prefer to keep pressure on the defendants.[47] Some jurisdictions—but not Georgia—explicitly require a plaintiff to first establish a corporation's primary liability before entertaining an argument to pierce its veil and reach its shareholders.[48]

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42. *Id.* at 2, 869 S.E.2d at 603.

43. *Sea-Land Services, Inc.*, 941 F.2d at 520.

44. *Id.*

45. *See* Acree v. McMahan, 276 Ga. 880, 883, 585 S.E.2d 873, 875 (2003) (rejecting reverse veil-piercing); RANKIN & RANKIN, *supra* note 21, at § 3:15.

46. *Lowery*, 363 Ga. App. at 6 n. 6, 869 S.E.2d at 605.

47. Among other considerations is avoiding an adverse ruling on the veil-piercing issue, which might have issue-preclusive effects in other litigation.

48. *See Walkovszky*, 223 N.E.2d at 9, n. 2; *see also* Peter B. Oh, *Veil-Piercing*, 89 TEX. L. REV. 81, 106 (2010) (noting that "a veil-piercing request is . . . among the last things courts tend to hear within a dispute").

VI. AGENCY AND OTHER THEORIES

Plaintiffs in *Lowery* also argued agency theory and joint-venture status to try to reach Noodle Life.[49] Where a principal extensively controls an agent and that agent commits a tort within the scope of its employment, the principal can be held vicariously liable for the tort.[50] The key question is how much and what kind of control the principal has over the agent in the performance—the kind of control an employer has over its employee (what to do, how to do it, where and when to do it), or the kind of control a principal has over an independent contractor (mostly just the outcome).[51] In *Lowery*, plaintiffs conceded that Noodle Life and Shou & Shou were not in a principal-agent relationship, much less the narrower class of employer-employee relationship required for vicarious liability.[52] Noodle Life would have needed to exert extensive control over the details of how Shou & Shou ran its operations. This was not the case, or even alleged, and so this agency theory did not succeed in *Lowery*.[53]

Alternatively, where a principal represents another as its employee type of agent, and a third party justifiably relies on that representation and suffers an injury due to the agent's negligence, the third party can hold the principal vicariously liable under apparent agency principles.[54] The theory is a form of estoppel. Noodle Life did not, however, represent Shou & Shou as its employee-type agent, and so this theory also failed on the *Lowery* facts.[55]

Joint-venture theory likewise did not apply.[56] If Shou & Shou and Noodle Life had formed a joint venture—akin to a general partnership—then Noodle Life would be unlimitedly liable for any joint-venture obligations.[57] The problem, of course, is that the two entities did not form a joint venture. "A joint venture arises where two or more parties combine their property or labor or both in a joint undertaking for profit,

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49. *Lowery*, 363 Ga. App. at 1, 869 S.E.2d at 602.

50. *See* RESTATEMENT (THIRD) OF AGENCY § 7.07 (Am. L. Inst. 2006) (requiring that the principal have the power to control the manner and means of the agent's performance). The Second Restatement used the term "master-servant liability" for this theory. *See* RESTATEMENT (SECOND) OF AGENCY §§ 219–20 (Am. L. Inst. 1958).

51. *See* RESTATEMENT (THIRD) OF AGENCY § 7.07 (Am. L. Inst. 2006).

52. *Lowery*, 363 Ga. App. at 7, 869 S.E.2d at 606.

53. *Id.*

54. RESTATEMENT (THIRD) OF AGENCY § 7.08 (Am. L. Inst. 2006); *see also* Richmond Cnty. Hosp. Auth. v. Brown, 257 Ga. 507, 508, 509–510, 361 S.E.2d 164, 165, 166–67 (1987).

55. *Lowery*, 363 Ga. App. at 7, 869 S.E.2d at 606.

56. *Id.* at 5–7, 869 S.E.2d at 605–06.

57. Note the similarities with enterprise liability, discussed above.

with rights of mutual control."[58] Shou & Shou and Noodle Life did not combine property in a joint undertaking with mutual control; they did not together form a joint venture or partnership or any other form of business association; rather, they were separate, legitimate corporations owned by the same three individuals.[59] As such, Noodle Life could not be held to the Shou & Shou settlement under a joint-venture theory.[60]

The only remaining possibility, requiring additional facts, is that Shou & Shou's transactions after the tort transpired—perhaps the subsequent sale of the business, perhaps transactions with shareholders following that sale—somehow constituted fraudulent transfers. Georgia has enacted the Uniform Voidable Transactions Act, an update from the Uniform Fraudulent Transfers Act.[61] The current act permits a creditor to void a transfer made "[w]ith actual intent to hinder, delay, or defraud any creditor," defined in the act to include situations where:

> (1) The transfer or obligation was to an insider; . . . .
> (4) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;
> (5) The transfer was of substantially all the debtor's assets; . . . .
> (9) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred; [or]
> (10) The transfer occurred shortly before or shortly after a substantial debt was incurred . . . .[62]

If suspicious transfers took place at Shou & Shou, plaintiffs might be able to undo them as voidable transactions and collect their judgment from Shou & Shou after all.[63]

VII. CONCLUSION

Georgia law on piercing the corporate veil and related issues could benefit from more clarity. This short piece hopefully achieves that end, disentangling related theories from one another, spelling out the

58. *Lowery*, 363 Ga. App. at 6, 869 S.E.2d at 605 (quoting Gateway Atlanta Apts., Inc. v. Harris, 290 Ga. App. 772, 778, 660 S.E.2d 750, 756 (2008)). The standard is similar to the test for partnership formation: that the parties intended to share control, profits, and losses, and jointly invest in a business for profit. *See* Revised Uniform Partnership Act (RUPA) § 202 (1984).

59. *Lowery*, 363 Ga. App. at 2, 869 S.E.2d at 603.

60. *Id.* at 5–6, 869 S.E.2d at 605.

61. O.C.G.A. § 18-2-70 (2022).

62. O.C.G.A. § 18-2-74 (2022) (listing considerations bearing on intent to defraud); *see also* ROBERT C. CLARK, CORPORATE LAW § 2.5, 86 (1986) (opining that fraudulent transfer law can address most veil-piercing issues).

63. *Lowery*, 363 Ga. App. 1, 869 S.E.2d 600.

elements of a proper veil-piercing case, and describing the kinds of facts that might satisfy those elements. Veil piercing is an extreme remedy for extreme misuse of the corporate form and should not be invoked lightly. But on appropriate facts, the doctrine prevents abuse and injustice and protects creditors from bad actors hiding behind the corporate form.