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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA23-325

Filed 19 December 2023

Cumberland County, No. 20 CVS 2439

GLOBAL OUTREACH TELE-REHABILITATION SERVICES, INC., Plaintiff,

v.

ROSALIND WOODS, Defendant,

and

ROSALIND WOODS, ROBERT G. RICHARDSON, and SAMUEL MCKENNEY, III,  
Defendant/Third-Party Plaintiffs,

v.

MELVIN WILKINS, Third-Party Defendant/Counterclaim Plaintiff.

Appeal by Third-Party Plaintiffs from order entered 23 November 2022 by Judge Dawn M. Layton in Cumberland County Superior Court. Heard in the Court of Appeals 17 October 2023.

*Rosalind Woods, Pro Se Third-Party Appellant.*

*Robert G. Richardson, Pro Se Third-Party Appellant.*

*Samuel McKenney, III, Pro Se Third-Party Appellant.*

*The Michael Porter Law Firm, by Michael R. Porter, for Melvin Wilkins, Third-Party Appellee.*

CARPENTER, Judge.

Rosaline Woods, Samuel McKenney, and Robert G. Richardson (collectively, “Appellants”) appeal from the trial court’s judgment finding Appellants liable to Melvin Wilkins (“Appellee”) for breach of contract, conversion, civil conspiracy, fraud, and unjust enrichment. Appellants argue that the trial court erred by not “giving enough weight” to their evidence at trial, and that Appellee failed to meet his burden of proof. After careful review, we disagree and affirm the trial court.

### **I. Factual & Procedural Background**

Appellants and Appellee are owners of Global Outreach Tele-Rehabilitation Services, Inc. (“Global”), a North Carolina corporation and the original plaintiff in this case. On 19 May 2020, Global sued Appellant Woods, the original defendant, for replevin and conversion. Appellee initiated the suit on behalf of Global in Cumberland County Superior Court. Global sought a declaratory judgment, stating Appellant Woods acted beyond her authority concerning Global; and Global sought an injunction, preventing Woods from taking further action concerning Global.

On 1 June 2020, Appellants McKenney and Richardson intervened. On 2 June 2020, Appellants filed a third-party complaint against Appellee for breach of fiduciary duty and conversion. On 21 August 2022, Appellee moved to dismiss Appellants’ claims, and Appellee filed counterclaims against Appellants for breach of contract, unjust enrichment, fraud, breach of fiduciary duty, conversion, and conspiracy.

On 23 November 2022, after a bench trial, the trial court found Appellants jointly and severally liable to Appellee for \$62,000, based on several theories: breach of contract, conversion, civil conspiracy, fraud, and unjust enrichment. Although the trial court found Appellants liable for \$62,000 based on multiple theories, the trial court awarded just one judgment in the amount of \$62,000. Appellants appealed on 19 December 2022.

Appellants are appearing pro se on appeal. The record includes unnecessary material, lacks necessary information, and is difficult to navigate. Further, it is unclear what Appellants are requesting: The judgment in this case is \$62,000, and Appellants say they “are not specifically challenging the \$62,000.” Yet, they appear to argue the judgment should be reversed.

Appellants’ issues presented for review are vague. Concerning their first “issue” presented, Appellants say “there was never any competent evidence submitted by Appellee which would have demonstrated any breach of contract, unjust enrichment, or conversion.” Concerning their second “issue” presented, Appellants assert that “none” of the trial court’s findings of fact are supported by the “preponderance of the evidence” standard. We discern the issue on appeal to be whether there was sufficient evidence for the trial court to grant a judgment for Appellee.

## **II. Jurisdiction**

This Court has jurisdiction under N.C. Gen. Stat. § 7A-27(b)(1) (2021).

**III. Issue**

As mentioned above, we discern the issue on appeal to be whether the trial court had sufficient evidence to enter a judgment for Appellee.

**IV. Analysis**

**A. North Carolina Rules of Appellate Procedure**

First, we must address Appellants' failure to adhere to our Rules of Appellate Procedure. This Court may sanction parties for failing to adhere to our Rules, N.C. R. App. P. 25(b), and we may sanction parties by dismissing their appeal, N.C. R. App. P. 34(b)(1). But "a party's failure to comply with nonjurisdictional rule requirements normally should not lead to dismissal of the appeal." *Dogwood Dev. & Mgmt. Co., v. White Oak Transp. Co.*, 362 N.C. 191, 198, 657 S.E.2d 361, 365 (2008). "[O]nly in the most egregious instances of nonjurisdictional default will dismissal of the appeal be appropriate." *Id.* at 200, 657 S.E.2d at 366.

Here, Appellants failed to include any proposed issues at the conclusion of the record, in violation of N.C. R. App. P. 10(b); Appellants included unnecessary material in the record, in violation of N.C. R. App. P. 9(b)(2); and the record is not properly ordered, in violation of N.C. R. App. P. 9(b)(1). These are not jurisdictional defects, however. While objectionable, these defects are not "egregious" enough to warrant dismissal. *See Dogwood*, 362 N.C. at 200, 657 S.E.2d at 366.

**B. Sufficiency of Evidence**

Although styled as two issues, Appellants merely challenge the sufficiency of

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the evidence considered by the trial court. Specifically, Appellants challenge the evidence supporting breach of contract, unjust enrichment, conversion, and conspiracy to commit constructive fraud.

Concerning a bench trial, “the standard of review is whether there was competent evidence to support the trial court’s findings of fact and whether its conclusions of law were proper in light of such facts.” *Luna v. Div. of Soc. Servs.*, 162 N.C. App. 1, 4, 589 S.E.2d 917, 919 (2004) (quoting *Shear v. Stevens Building Co.*, 107 N.C. App. 154, 160, 418 S.E.2d 841, 845 (1992)). “Competent evidence is evidence that is admissible or otherwise relevant.” *State v. Bradley*, 282 N.C. App. 292, 296, 870 S.E.2d 297, 301 (2022). Findings of fact supported by competent evidence are binding on appeal, even if there is opposing evidence. *Lagies v. Myers*, 142 N.C. App. 239, 246, 542 S.E.2d 336, 341 (2001).

We review the trial court’s conclusions of law de novo. *Luna*, 162 N.C. App. at 4, 589 S.E.2d at 919. Under a de novo review, “the court considers the matter anew and freely substitutes its own judgment’ for that of the lower tribunal.” *State v. Williams*, 362 N.C. 628, 632–33, 669 S.E.2d 290, 294 (2008) (quoting *In re Greens of Pine Glen, Ltd. P’ship*, 356 N.C. 642, 647, 576 S.E.2d 316, 319 (2003)).

Here, the trial court found Appellants liable for \$62,000 under multiple theories: breach of contract for \$62,000, unjust enrichment for \$62,000, and conspiracy for \$62,000. The trial court, however, awarded just one judgment in the amount of \$62,000. Thus, if one of these claims is supported by competent evidence,

we must affirm the \$62,000 judgment.

We start with breach of contract. “The elements of a claim for breach of contract are (1) existence of a valid contract and (2) breach of the terms of that contract.” *Poor v. Hill*, 138 N.C. App. 19, 26, 530 S.E.2d 838, 843 (2000).

Here, the trial court heard two days of testimony, including testimony that Appellant was the only Global owner to contribute capital to the company, despite all parties agreeing to do so. The trial court also considered the parties’ “partnership agreement,” which is the challenged contract. From the evidence presented, the trial court found that the parties agreed to contribute capital to Global. The trial court also found that Appellee contributed \$62,000 to Global, and Appellants failed to contribute any money to Global. From there, the trial court concluded that Appellants breached their contract with Appellee.

First, because the “partnership agreement” and Appellee’s testimony concerning the agreement are relevant and admissible evidence of a valid contract, both are competent evidence of a valid contract. *See Bradley*, 282 N.C. App. at 296, 870 S.E.2d at 301. Therefore, the first breach-of-contract element is supported by competent evidence, which is binding on appeal. *See Hill*, 138 N.C. App. at 26, 530 S.E.2d at 843; *Lagies*, 142 N.C. App. at 246, 542 S.E.2d at 341.

Next, both the contract and Appellee’s testimony are relevant and admissible evidence that Appellants were obliged to contribute capital to Global, yet only Appellee contributed capital. This is competent evidence of a breach of the contract

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terms by Appellants. *See Bradley*, 282 N.C. App. at 296, 870 S.E.2d at 301; *Hill*, 138 N.C. App. at 26, 530 S.E.2d at 843. Therefore, the second breach-of-contract element is supported by competent evidence, which is binding on appeal. *Hill*, 138 N.C. App. at 26, 530 S.E.2d at 843; *Lagies*, 142 N.C. App. at 246, 542 S.E.2d at 341.

Finally, the trial court concluded that Appellants breached their contract with Appellee. As mentioned, the trial court's findings of fact concerning both breach-of-contract elements are supported by competent evidence. Thus, the trial court correctly concluded that Appellants breached their contract with Appellee, as a matter of law. *See Hill*, 138 N.C. App. at 26, 530 S.E.2d at 843; *Luna*, 162 N.C. App. at 4, 589 S.E.2d at 919.

Accordingly, because the findings of fact concerning the breach-of-contract claim are supported by competent evidence, and because the conclusions of law are legally correct, the trial court did not err in awarding the corresponding \$62,000 judgment. Because the total judgment amount was only \$62,000, we need not discern whether the findings of fact for the remaining claims are supported by competent evidence or whether the remaining conclusions of law are proper in light of the remaining findings.

**V. Conclusion**

We conclude the trial court did not err because there was sufficient evidence to support its judgment, and its judgment was proper in light of the evidence.

**AFFIRMED.**

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Judges HAMPSON and THOMPSON concur.

Report per Rule 30(e).