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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA24-823

Filed 16 July 2025

Henderson County, No. 23CVS000862

US LBM OPERATING CO. 2009, LLC, Plaintiff,

v.

AC DEVELOPMENTS, LLC; SHAWN DEAN ANDERSON, individually and d/b/a ANDERSON CONSTRUCTION; TODD CURTISS EDWARDS; and OKCHA EDWARDS a/k/a OK KWAK EDWARDS, Defendants, AC DEVELOPMENTS, LLC; SHAWN DEAN ANDERSON, individually and d/b/a ANDERSON CONSTRUCTION, Cross-claimants,

v.

TODD CURTISS EDWARDS and OKCHA EDWARDS, Cross-Defendants.

Appeal by defendant from judgment entered 4 March 2024 by Judge Michael L.

Robinson in Henderson County Superior Court. Heard in the Court of Appeals 21 May 2025.

*Capua Law Firm, P.A., by Paul A. Capua, and Natalia L. Talbot, for the plaintiff-appellant.*

*The Van Winkle Law Firm, by Philip S. Anderson, for the defendant-appellees.*

PER CURIAM.

Appeal by AC Developments, LLC, Shawn Dean Anderson d/b/a Anderson

US LBM OPERATING CO. 2009, LLC v. AC DEV., LLC

*Opinion of the Court*

Construction, and Shawn Dean Anderson, individually (collectively “Defendants”).

The factual background underlying this case is set out in this Court’s opinion in *AC Dev., LLC v. Edwards*, COA 24-822. For the reasons stated in *AC Dev., LLC v. Edwards*, COA 24-822, the trial court erred in granting summary judgment to Plaintiff on Defendant’s breach of contract claims. We affirm the order in part, reverse the order in part, and remand. *It is so ordered.*

AFFIRMED IN PART; REVERSED IN PART; AND REMANDED.

Panel consisting of:

Judges TYSON, COLLINS, and GRIFFIN.

Report per Rule 30(e).