

IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA25-414

Filed 21 October 2026

Alexander County, No. 23CVS000399-010

JACK ISSAC BRINKLEY, Plaintiff,

v.

MJM WILDLIFE, LLC, Defendant.

Appeal by Plaintiff from order entered 28 January 2025 by Judge L. Todd Burke in Alexander County Superior Court. Heard in the Court of Appeals 19 November 2025.

Clodfelter Law, PLLC, by Attorney Christina Clodfelter, for plaintiff-appellant.

Bell, Davis & Pitt, P.A., by Attorneys Carson D. Schneider and Alan M. Ruley, for defendant-appellee.

STADING, Judge.

This case concerns an action for judicial dissolution of a North Carolina limited liability company (“LLC”). Jack Brinkley (“Plaintiff”) is one of three members of MJM Wildlife, LLC (“Defendant”), which is a closely held family entity that owns real property located on Lake Norman. After motions for summary judgment were heard, the trial court dismissed the action. For the reasons below, we affirm.

I. Factual and Procedural Background

On 12 September 2023, Plaintiff filed a complaint seeking judicial dissolution of Defendant, which is a North Carolina limited liability company with three members, one of which is Plaintiff. The complaint alleged that Defendant's sole asset was a parcel of real property consisting of 6.2520 acres (the "Property"). While asserting that surrounding properties contain a variety of uses, the complaint maintained that Defendant's Property was not actively being used for "any significant productive use." The complaint also provided that Defendant does not generate any cash flow or earn income from the Property but instead incurs costs to maintain its sole asset. The complaint alleged that members were required to make capital contributions to cover the Property's expenses. According to the complaint, the members have been unable to agree on how to both use the Property and continue to provide capital to maintain it.

Additionally, the complaint alleged the following:

13. That Plaintiff Jack Brinkley is unable to productively use the property . . . in any productive way as the other members refuse to subdivide the property or change the nature and use of the property in any way.

14. That Plaintiff Jack Brinkley does not want to continue to allow the property to be used in a manner that is [sic] contrary to the property's highest and best use, in a manner that requires members to make annual capital contributions to maintain the property, and produces no monetary benefit to ownership of the property.

15. That Plaintiff has sought a buy-out of his interest in the LLC or a partition of the property such that Plaintiff would solely own a portion of the property.

. . . .

18. That Plaintiff's interest in the Defendant LLC is being harmed because Defendant's sole asset continues not to be used according to its highest and best use and in a manner that the asset produces no monetary benefit.

19. That there is no reasonable alternative to judicial dissolution as the other members of the LLC have refused to purchase Plaintiff's interest for the fair market value of Plaintiff's interest or partition the property that is the LLC's sole asset.

20. That liquidation of the Defendant LLC is reasonably necessary to protect the rights of Plaintiff.

21. That liquidation of the Defendant LLC is necessary to prevent the LLC's single asset from being wasted.

22. That fairness and equity require that the LLC be dissolved.

On 19 October 2023, Defendant filed an answer and a motion to dismiss, which was later denied. On 20 December 2024, Defendant filed a motion for summary judgment and an affidavit from Matthew McPherson, who was a "member and the manager of MJM Wildlife, LLC." Mr. McPherson's affidavit attached Defendant's operating agreement as "Exhibit A." In support of its motion for summary judgment, Defendant pointed to "the pleadings, depositions, written discovery responses, answers to interrogatories, and admission on file."

On 6 January 2025, Plaintiff also filed a motion for summary judgment. Plaintiff's motion for summary judgment stated it relied on: "1. Plaintiff's Responses to Defendant's First Set of Interrogatories, Request for Production of Documents, and Request for Admissions[;] 2. Defendant's Responses to Plaintiff's First Set of Interrogatories and Request for Production of Documents[;] 3. Deposition of Jack Brinkley[;] Deposition of Jennifer Brinkley[;] [and] 5. Affidavit of Jack Brinkley[.]" On 17 January 2025, Defendant moved to strike portions of Plaintiff's affidavit on the grounds that it did not contain statements of "fact" based on "personal knowledge."

Both motions for summary judgment and the motion to strike were set to be heard on 27 January 2025. On 23 January 2025, in addition to Plaintiff's own affidavit, Plaintiff submitted an affidavit of Tim Cress, an appraiser, with an attached appraisal report. Likewise, before the hearing, Defendant filed the following: (1) an affidavit of Jason Albert Walser, who was a friend and advisor of the LLC creator; (2) a supplemental affidavit of Mr. McPherson, the sole managing-member of the LLC; (3) an affidavit of Molly McPherson Weathers, the third member of the LLC; (4) an affidavit of Damon C. Bidenscope, an appraiser, with an attached appraisal; and (5) an affidavit of William T. Duffy, an appraiser, with an attached appraisal report.

On 27 January 2025, the hearing began as follows:

THE COURT: Good morning. What motion is this?

[DEFENDANT'S COUNSEL]: Your Honor, we have cross-motions for summary judgment. Plaintiff filed a motion in January. We represent the defendant, we filed in December. We also have a motion to strike an affidavit.

THE COURT: All right.

Defendant's counsel then began by recounting that:

The defendant LLC was formed in 2011 by Albert Schneider to own a piece of real estate on Lake Norman. He gifted three equal membership interests to his grandchildren in 2011. The LLC has the same three members today; Matt, Molly, and Jack.

Matt is the sole manager. The plaintiff, Jack Brinkley, is one of the grandchildren. . . . He owns one-third share, just like his cousins.

During its argument at the hearing, Defendant's counsel contended that the operating agreement governed. According to Defendant, the operating agreement provided that "[t]he purpose and business of the company shall be to engage in the ownership, possession, enjoyment of real property, specifically including, but not limited to, the 6.25-acre parcel." With that, Defendant's counsel maintained that Plaintiff failed to show that "ownership, possession, and enjoyment means anything other than their common meanings[] And other evidence in the record shows that Mr. Schneider's purpose in creating the LLC, and gifting membership interests to his grandchildren, was to preserve the property for future generations."

Pointing to Jennifer Brinkley's deposition, Defendant asserted that, at the time of the LLC creation, Plaintiff's mother signed the operating agreement on behalf

of Plaintiff, who was a minor at the time, in her capacity as a custodian under the North Carolina Uniform Transfers to Minors Act. During Mrs. Brinkley's deposition, she admitted to understanding that when she signed the operating agreement, she agreed on Plaintiff's behalf that Plaintiff would be "bound by and perform all the terms of the operating agreement." Further, Defendant noted that Plaintiff admitted that the operating agreement is a contract that "binds the parties." Once again turning to the operating agreement, Defendant explained that:

The purpose is ownership, possession, and enjoyment of real property. Matt is the sole manager. Members don't get to manage the company. The property cannot be sold or subdivided without consent of all of the members. And, as we just saw, Matt, Molly, Jack, and his mother all signed and agreed to the terms of the operating agreement.

[Plaintiff] confirmed in his deposition that he understood the property couldn't be sold without the consent of all the members. In addition, he confirmed that he was not the manager and he did not make business decisions for the company.

So where does this lawsuit come from, Your Honor? We found this email in discovery. It's from [Plaintiff's] mother in March of 2023 to [Plaintiff's counsel] and a person at Wells Fargo. She says, "I'm heading to Arlington to look at a condo with Jack. If I purchase it, proceeds from the lake property will reimburse me."

That is what this lawsuit is all about, Your Honor. [Plaintiff] wants to dissolve the LLC and have that real property sold to pay his mother back for his \$850,000 condominium in Arlington, Virginia. And we took [Plaintiff] through this in his deposition, and he confirmed it.

[Plaintiff] was asked, “did you look at the condos with your mother in Arlington?”

“Yes.”

“Did you end up buying that condo?”

“Yes.”

“And did your mother give you money to buy that condo?”

“A loan, yes.”

“So she loaned you money to buy this condo, and you have an understanding that this is a loan that you will have to pay her back?”

“Correct.”

Now, in the email, she says, “Proceeds from the lake property will reimburse me.”

“Yeah.”

“Is that her plan or your plan or some combination?”

“A combination.”

“When did you guys make that plan?”

“Around the time we bought the condo.”

And continuing, [Plaintiff] was asked, “so as you sit here today, it’s your intent to use the proceeds from the sale of the lake property to pay back the loan your mother gave you?”

Answer: “Correct.”

So that’s why we have this lawsuit, Your Honor. [Plaintiff’s] mother loaned [Plaintiff], age 26, \$850,000 to buy a condo in Arlington, Virginia. And [Plaintiff] now

wants to dissolve the LLC and sell the property to pay his mother back. [Plaintiff's] mother confirmed that plan.

The following colloquy occurred when the trial court asked whether Plaintiff “even want[s] to be part of this LLC anymore? Does he still want to own an interest in it?”:

[DEFENDANT'S COUNSEL]: No, he wants it dissolved, property sold.

THE COURT: Well, why couldn't the other members just not buy his interest out?

[DEFENDANT'S COUNSEL]: They've tried.

THE COURT: What does that mean?

[DEFENDANT'S COUNSEL]: It means they haven't been able to agree on a price.

The trial court then heard from Plaintiff's counsel. Plaintiff's counsel began by stating that Plaintiff is from Iredell County, is currently in graduate school at George Mason, and has no intention on returning to Iredell County. Plaintiff's counsel then asserted that Plaintiff “doesn't want to own [the Property] anymore. He wants to put his money in something else. He doesn't want to be held hostage owning something that he doesn't have an interest in.” The trial court responded that:

He's just going to have to be patient. But if they don't want to buy his interest out, that's not the purpose of dissolution, just because he doesn't want to own interest in it anymore, ma'am. Unless you can point me to some law to that effect, I'll hear that. I know what the law is, I don't – I understand what the facts are.

Plaintiff's counsel then contended that:

[T]here are expenses associated with the Property, that include property taxes, insurance, and the Secretary of State expenses. And every year, Mr. McPherson, who's the sole manager of the property has sent an email. And he has requested funds from Mr. Brinkley in his capacity as the manager of the LLC. And he's requested between – typically, somewhere between \$3500 and \$4,000 because this LLC has expenses. And so, every year [Plaintiff] is being asked to contribute financially to something that he doesn't have an interest in.

From there, Plaintiff maintained that according to the operating agreement, the LLC is a business. Plaintiff then argued that according to federal case law, a “business is not just owning land. Owning land and paying taxes is not business.”

The trial court engaged in following colloquy:

THE COURT: Do you have a case that if one party no longer wants interest in an LLC, they can force the other members of the LLC to purchase it? Do you have a case that dictates that? Because that's what the facts are.

[PLAINTIFF'S COUNSEL]: Judge, I have the -- I have two cases that I cited --

THE COURT: Yeah. But --

[PLAINTIFF'S COUNSEL]: -- but I don't think--

THE COURT: Do you have a case as to which I've just described? Do you have a case that stands for that proposition, that they could be forced to buy his interest just because -- or the LLC can be dissolved just because [Plaintiff] no longer wants to have interest in it?

[PLAINTIFF'S COUNSEL]: What I have, Judge, is not that -- not in those terms. What I have is the Meiselman case, and also another case that looks at those two statutory grounds and talks about when those two statutory grounds and the requirements of those grounds are met. And so,

does it specifically say if one person wants his ownership interest to be sold? That's not the case Judge.

Plaintiff's counsel then argued that the operating agreement in this case cannot be followed because there is no business and no source of income to pay expenses. It was also emphasized that the members cannot agree on the use of the Property. Specifically, Plaintiff's counsel asserted that Plaintiff wishes to use the Property in a productive manner, rather than merely recreational use that generates no income and is "sitting there incurring expenses that have to be paid." By attempting to analogize the LLC to a corporation, Plaintiff's counsel then argued that judicial dissolution is reasonably necessary to protect Plaintiff's interest.

At the end of Plaintiff's argument, the hearing concluded as follows:

THE COURT: All right. I get the picture.

So, Counsel, this seems like this is beyond just a disagreement. It seems like they're deadlocked as to what to do with the property. Is there a plan to develop the property? What do they do with the property? Why – how far are they apart as far as you try to divide this interest? What are they doing so that they don't have to use their personal income to pay these taxes, rather than there being some business on the property that would pay the business expense related to the LLC?

[DEFENDANT'S COUNSEL]: Yeah. There is no deadlock, Your Honor, because it is a three-member LLC, and two of the three agree that it should be used just exactly as the operating says it should be used; enjoyed by the family, possessed by the family, not sold.

The operating agreement talks about developing it and says, sure, you can develop it, sell it, partition it, divide

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it, if everybody agrees. But it takes a unanimous agreement from every person. That is not here. If I could respond to just a couple of --

THE COURT: Sure.

[DEFENDANT'S COUNSEL]: -- the things that [Plaintiff's] counsel said.

She said that there is no source of income to pay the expenses. Well, here is the affidavit of Matt McPherson. Molly submitted a similar affidavit. As you will see, it says the annual expenses of property taxes, the filing fee for the annual report, insurance, and electricity. Every year from 2011 to 2022, Your Honor, the members voluntarily paid a third of the expenses, including [Plaintiff].

Then in 2023 when [Plaintiff] bought the condo, [Plaintiff] decided he didn't want to pay a third. And so you know what has happened, they've paid it. Matt and Molly have paid it. The company has gone on operating just like it has since 2011, so there's no --

THE COURT: All right. I'm going to allow your motion to suppress and deny your motion to suppress. If you will prepare an order, Counsel.

[DEFENDANT'S COUNSEL]: I have an order, Your Honor.

THE COURT: All right.

[DEFENDANT'S COUNSEL]: And on the motion to strike, Your Honor, I just said, "The Court has not considered inadmissible portions of the affidavit of [Plaintiff]. And accordingly, defendant's motion to strike that affidavit is denied as moot."

THE COURT: So noted. Thank you, Counsel.

[DEFENDANT'S COUNSEL]: Thank you, Your Honor.

Plaintiff timely appealed.

II. Analysis

On appeal, Plaintiff contends that the trial court erred by granting summary judgment for Defendant and against Plaintiff. Further, Plaintiff contends that the trial court erred by entering an order inconsistent with judgment rendered in open court. That is, Plaintiff maintains that the trial court erred by ordering summary judgment when, at the hearing, the trial court stated: “I’m going to allow your motion to suppress and deny your motion to suppress.” For the reasons below, we conclude that both contentions are meritless.

A. Summary Judgment

First, Plaintiff argues that the trial court erred by granting summary judgment for Defendant and against Plaintiff. Specifically, Plaintiff maintains the trial court erred because it is not practicable to conduct the LLC in conformity with the operating agreement. Plaintiff also maintains that liquidation is necessary to protect his rights and interests. We address each contention in turn.

This case presents cross-motions for summary judgment. N.C. Gen. Stat. § 1A-1, Rule 56 (2025) provides the rules and procedures pertaining to summary judgment in North Carolina. Rule 56 states that summary judgment “shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that any party is entitled to a judgment as a matter of law.” N.C. Gen. Stat. § 1A-1, Rule 56(c) (2025).

“[A] fact is ‘material’ if it would constitute or irrevocably establish any material element of a claim or a defense.” *Lowe v. Bradford*, 305 N.C. 366, 369, 289 S.E.2d 363, 366 (1982). On the other hand, “[a] ‘genuine issue’ is one that can be maintained by substantial evidence.” *Dobson v. Harris*, 352 N.C. 77, 83, 83, 530 S.E.2d 829, 835, 835 (2000) (quoting *Kessing v. Nat’l Mortg. Corp.*, 278 N.C. 523, 534, 180 S.E.2d 823, 830 (1971)); *see generally DeWitt v. Eveready Battery Co.*, 355 N.C. 672, 681, 565 S.E.2d 140, 146 (2002) (“Substantial evidence is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion and means more than a scintilla or a permissible inference[.]” (citation modified)).

“The party moving for summary judgment bears the burden of bringing forth a forecast of evidence which tends to establish that there is no triable issue of material fact.” *Creech v. Melnik*, 347 N.C. 520, 526, 495 S.E.2d 907, 911 (1998); *see also Liberty Mut. Ins. Co. v. Pennington*, 356 N.C. 571, 579, 573 S.E.2d 118, 124 (2002) (“The party seeking summary judgment bears the initial burden of demonstrating the absence of a genuine issue of material fact.” (citation omitted)). “The movant is entitled to summary judgment . . . when only a question of law arises based on undisputed facts.” *Daughtridge v. Tanager Land, LLC*, 373 N.C. 182, 186, 835 S.E.2d 411, 415 (2019) (quoting *Ussery v. Branch Banking & Tr.*, 368 N.C. 325, 335, 777 S.E.2d 272, 278 (2015)); *see also Parkes v. Hermann*, 376 N.C. 320, 323, 852 S.E.2d 322, 324 (2020). Indeed, the purpose of summary judgment “is to eliminate formal trials where only questions of law are involved.” *Kessing*, 278 N.C. at 534, 180 S.E.2d at 830.

The showing required for summary judgment “may be accomplished by proving an essential element of the opposing party’s claim does not exist, cannot be proven at trial, or would be barred by an affirmative defense, or by showing through discovery that the opposing party cannot produce evidence to support an essential element of her claim.” *Dobson*, 352 N.C. at 83, 530 S.E.2d at 835; *see also Bernick v. Jurden*, 306 N.C. 435, 440–41, 293 S.E.2d 405, 409 (1982). “Generally[,] this means that on ‘undisputed aspects of the opposing evidential forecast,’ where there is no genuine issue of fact, the moving party is entitled to judgment as a matter of law.” *Lowe*, 305 N.C. at 369, 289 S.E.2d at 366 (citation omitted).

That said, “all inferences of fact . . . must be drawn against the movant and in favor of the party opposing the motion.” *Caldwell v. Deese*, 288 N.C. 375, 378, 218 S.E.2d 379, 381 (1975) (citations omitted). In other words, “[t]he court must view the evidence presented by both parties in the light most favorable to the nonmoving party.” *Wilmington Star-News v. New Hanover Reg’l Medical Ctr.*, 125 N.C. App. 174, 178, 480 S.E.2d 53, 55 (1997) (citation omitted).

When “the moving party meets this burden, the non-moving party must in turn either show that a genuine issue of material fact exists for trial or must provide an excuse for not doing so.” *Lowe*, 305 N.C. at 369, 289 S.E.2d at 366. If a motion for summary judgment is made and supported as provided in Rule 56:

[A]n adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific

facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him.

N.C. Gen. Stat. § 1A-1, Rule 56(e) (2025). But “[i]f the moving party fails to meet his burden, summary judgment is improper regardless of whether the opponent responds. The goal of this procedural device is to allow penetration of an unfounded claim or defense before trial.” *Lowe*, 305 N.C. at 369, 289 S.E.2d at 366 (citation omitted). Similarly, “[i]f there is any question as to the credibility of witnesses or the weight of evidence, a summary judgment should be denied[.]” *Kessing*, 278 N.C. at 535, 180 S.E.2d at 830 (citation omitted).

“The standard of review of an appeal from summary judgment is de novo.” *Morrell v. Hardin Creek, Inc.*, 371 N.C. 672, 680, 821 S.E.2d 360, 366 (2018); *see also Forbis v. Neal*, 361 N.C. 519, 524, 649 S.E.2d 382, 385 (2007). “Likewise, whether the language of a contract is ambiguous is a question of law to be reviewed de novo.” *Morrell*, 371 N.C. at 680, 821 S.E.2d at 366; *see generally N. Carolina State Bar v. Merrell*, 243 N.C. App. 356, 370, 777 S.E.2d 103, 114 (2015) (“An operating agreement is a contract[.]”). “‘Under a *de novo* review, the court considers the matter anew and freely substitutes its own judgment’ for that of the lower tribunal.” *Craig v. New Hanover Cnty. Bd. of Educ.*, 363 N.C. 334, 337, 678 S.E.2d 351, 354 (2009) (citations omitted). Again, “[a] ruling on a motion for summary judgment must consider the evidence in the light most favorable to the non-movant, drawing all inferences in the non-movant’s favor.” *Morrell*, 371 N.C. at 680, 821 S.E.2d at 366. However, as

judicial dissolutions are discretionary, we review the trial court’s decisions to dissolve an LLC for abuse of discretion. *See Chisum v. Campagna*, 376 N.C. 680, 699, 855 S.E.2d 173, 187 (2021). Under this standard, the trial court will not be overturned for an abuse of discretion “in the absence of a showing that its ruling was manifestly unsupported by reason and could not have been the result of a reasoned decision.” *Id.*

In this case, Plaintiff sought judicial dissolution of an LLC. With respect to judicial dissolution, the North Carolina Limited Liability Company Act (the “Act”) provides that: “If after a hearing the court determines that one or more grounds for judicial dissolution described in G.S. 57D-6-02 exist and the alternative to judicial dissolution under G.S. 57D-6-03(d) is not applicable, it *may* enter a decree dissolving the LLC” N.C. Gen. Stat. § 57D-6-05(a) (2025) (emphasis added). As discussed, the ultimate decision to judicially dissolve an LLC is discretionary and thus is reviewed for abuse of discretion. *See Chisum*, 376 N.C. at 699, 855 S.E.2d at 187.

Turning to the grounds for judicial dissolution, the Act provides that:

The superior court may dissolve an LLC in a proceeding brought by either of the following:

(1) The Attorney General, if it is established that (i) the LLC obtained its articles of organization through fraud or (ii) the LLC continued to exceed or abuse the authority conferred on it by law 20 or more days after the date the Attorney General delivered to the LLC written notice of the LLC’s unauthorized acts.

(2) A member, if it is established that (i) it is not practicable to conduct the LLC's business in conformance with the operating agreement and this Chapter or (ii) liquidation of the LLC is necessary to protect the rights and interests of the member.

N.C. Gen. Stat. § 57D-6-02 (2025).

As discussed, Plaintiff asserts it is not practicable to conduct the LLC in conformity with the operating agreement and that liquidation is necessary to protect his rights and interests. We therefore consider both N.C. Gen. Stat. § 57D-6-02(2)(i) and (ii).

1. Practicability of Conducting the LLC

With respect to whether “it is not practicable to conduct the LLC’s business in conformance with the operating agreement,” the North Carolina Supreme Court has held that “‘not practicable,’ as used in N.C.G.S. § 57D-6-02(2)(i), means unfeasible.” N.C. Gen. Stat. § 57D-6-02(2)(i); *James H.Q. Davis Tr. v. JHD Props., LLC*, 387 N.C. 19, 26, 910 S.E.2d 652, 658 (2025). In doing so, the Court elaborated that “‘practicable’ is synonymous with ‘feasible’ and does not mean simply ‘possible.’ Something may be possible but not feasible without extra time or resources in a certain circumstance. By that same logic, ‘not practicable’ is synonymous with ‘unfeasible’ and does not mean ‘impossible.’” *Id.*

After reviewing persuasive authority, the Court adopted the following factors

to determine whether it is “not practicable” for the managers to continue operating [an] LLC[] . . . : (1) whether the management of the company is unable or

unwilling to work together to reasonably engage in or promote the purpose for which the company was formed; (2) whether there is deadlock between the managers [or members within a member-managed LLC]; (3) whether the operating agreement provides a means of navigating around such deadlock; (4) whether, due to the company's financial position, there is still a business to operate; (5) whether continuing the company is financially feasible; and (6) whether a member or manager has engaged in misconduct.

Id. at 29, 910 S.E.2d at 660. Notably, courts “are not constrained by any one factor and do not need to find that all of these factors apply to conclude that it is ‘not practicable’ to operate an LLC in accordance with its operating agreement.” *Id.* Instead, the Court noted that these factors should be weighed “to determine if judicial dissolution is an appropriate remedy.” *Id.*

In *James*, a father established four trusts, one for each of his sons, and two LLCs as part of his estate plan. *Id.* at 20, 910 S.E.2d at 655. The LLCs owned approximately 68 acres of undeveloped land. *Id.* Each trust owned a 25% interest in both LLCs, and two of the brothers served as the LLCs' managers. *Id.* “Under the nearly identical operating agreements . . . , neither LLC [could] take binding action without a majority of the managers coming to an agreement.” *Id.* Thus, the operating agreements “effectively require[d] unanimous agreement of the two managers.” *Id.* Additionally, the operating agreement provided that “[t]he purpose and business of the LLCs shall be to engage in the purchase, development, rental, ownership and sale

of real property and in any other lawful business for which the limited liability companies may be organized under the Act.” *Id.* at 20–21, 910 S.E.2d at 655.

The two managers disagreed on the use and disposition of the property held within the LLCs. *Id.* at 21, 910 S.E.2d at 655. One manager along with the two other members wished to sell the property, while the other manager consistently opposed selling to any outside party. *Id.* at 21, 910 S.E.2d at 656. The opposing manager believed that he had no obligation to consider or approve a sale and instead urged the LLCs to “‘stay the course with their existing businesses, consider new or additional types of business activities, or that the LLCs should negotiate a deal’ for him to purchase the [p]roperty.” *Id.* The manager who wished to sell sought judicial dissolution under N.C. Gen. Stat. § 57D-6-02(2)(i). *Id.* at 22, 910 S.E.2d at 656. After cross-motions for summary judgment were filed, the trial court granted plaintiffs’ motion since

the managers of the LLCs were unable to agree “on the use or disposition of the Property and were unable to reach agreement for at least three years, that there was no mechanism in the [o]perating [a]greements to break the deadlock, that the LLCs had not conducted any economically useful activity since 2004, and that there was no way for the LLCs to conduct any business, realize any profit, or dispose of any assets so long as the unbreakable deadlock persisted.” Based on these findings, the Business Court concluded that it was not practicable to conduct the LLCs’ business in conformance with the [o]perating [a]greements, and therefore, judicial dissolution was appropriate.

Id. at 22–23, 910 S.E.2d at 656–57 (citation modified).

The North Carolina Supreme Court held that “[t]he absence of a mechanism to break the managerial deadlock present . . . made it “not practicable” for the managers to operate the LLCs in accordance with the [o]perating [a]greements.” *Id.* at 33, 910 S.E.2d at 663. First, the Court agreed with the trial court that the operating agreements showed the property “was to be used as an active real estate business in order to maximize its value.” *Id.* at 30, 910 S.E.2d at 661. It reasoned that the operating agreement’s active language providing “‘purchase, development, rental, ownership and sale’ clearly demonstrate that the estate plan was intended to be used to provide monetary value . . . through an active real estate business.” *Id.* The Court further reasoned that “[f]or these LLCs to engage in active use of the [p]roperty, there must at least be an opportunity for the LLCs to develop, rent, sell, or otherwise make use of the land.” *Id.* After reviewing the record, the Court concluded the evidence demonstrates that management “is unable or unwilling to work together to reasonably engage in or promote the purpose for which the company was formed”; that although both managers expressed a desire to resolve their disagreement, their actions prove otherwise with a resulting deadlock; and that the operating agreements “provide[d] no mechanism to break this deadlock” especially given its requirement of unanimous consent which placed the managers at an unbreakable impasse. *Id.* at 33, 910 S.E.2d at 662–63.

Likewise, in *Chisum*, the North Carolina Supreme Court affirmed the dissolution of an LLC with the following findings of fact:

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- a. The [defendants] and [the plaintiff] had no direct contact or communications with one another from approximately October of 2010, when [the plaintiff] walked out of the [members meeting of a third LLC], and the filing of [the] lawsuit in July 2016.
- b. The [defendants] treated [the plaintiff] as if his membership interests in [the LLCs] had been extinguished beginning in July 2012, but never communicated to [the plaintiff] that they considered his memberships terminated. [One of the defendants] admitted [the plaintiff] did not fail to meet a capital call or take any specific action which would have terminated [the plaintiff's] membership in [one of the LLCs].
- c. The [defendants] filed documents with the Secretary of State of North Carolina representing that [one of the LLCs] was dissolved without notifying [the plaintiff], seeking his consent, or making any distribution to [the plaintiff].
- d. The [defendants] ceased providing [the plaintiff] with required report and financial information regarding [the LLCs].
- e. [The plaintiff's] wife . . . testified that she attempted to visit the [defendants'] offices sometime in 2012–2013 to get information regarding the LLCs, but that [one of the defendants] ordered her to leave the premises in a threatening manner.

Chisum, 376 N.C. at 714, 855 S.E.2d at 196. Given the “level of acrimony and distrust,” the trial court was “convinced that these parties could not ever again be associated with one another in a jointly owned business, let alone conduct the business of [the LLCs].” *Id.* at 714–15, 855 S.E.2d at 196–97. The North Carolina Supreme Court held there was “ample support for a determination that it is not

practicable to conduct the LLCs' business in conformance with the operating agreement . . . and that the [trial court] properly ordered the judicial dissolution" *Id.* at 715, 855 S.E.2d at 197 (citation modified).

Turning to this case, Plaintiff argues that it is not practicable to conduct the LLC's business in conformity with the operating agreement since the manager has refused to permit the LLC to engage in any business despite the terms of the operating agreement.

Contrary to Plaintiff's assertion, the operating agreement provides:

1.5. Purposes and Powers.

(a) The purpose and business of [Defendant] shall be to engage in the ownership, possession and enjoyment of real property, specifically including but not limited to, that certain tract or parcel of land containing 6.252 acres, more or less, located on Lake Norman in Fallstown Township, Iredell County, North Carolina, as described in that certain deed recorded in Book 2123 at Pages 23-24 in the office of the Register of Deeds of Iredell County, North Carolina. In addition, [Defendant] may engage in any other lawful business for which limited liability companies may be organized under the Act.

Notably, the last sentence, upon which Plaintiff relies, originates from the statute itself. *See* N.C. Gen. Stat. § 57D-6-01 (2025) ("[A]n LLC may engage in any lawful business."). Moreover, while Plaintiff cites a plethora of persuasive authority for the proposition that mere ownership of land is not a "business," we need look no further than the statute itself. *See Appeal of Clayton-Marcus Co., Inc.*, 286 N.C. 215, 219, 210 S.E.2d 199, 203 (1974) ("Where, however, the statute, itself, contains a

definition of a word used therein, that definition controls, however contrary to the ordinary meaning of the word it may be.” (citation omitted)). Under the Act, the term “business” is defined as: “Any lawful trade, *investment, or other purpose or activity, whether or not conducted or undertaken for profit[.]*” N.C. Gen. Stat. § 57D-1-03(3) (2025). This statutory definition encompasses Defendant’s use of the property and does not, by itself, require any *active* business. *Cf. James*, 387 N.C. at 30, 910 S.E.2d at 661 (“[T]he active language in these [o]perating [a]greements—‘purchase, development, rental, ownership and sale’—clearly demonstrate that the estate plan was intended to be used to provide monetary value . . . through an active real estate business.”). Indeed, in practice, LLCs have many different purposes, such as holding companies and, like here, estate planning. *See* 54 C.J.S. Limited Liability Companies § 1 (2026) (“A limited liability company may be formed for any lawful purpose[.]”).

Unlike *James*, the operating agreement here did not demonstrate any active real estate business was required. *Cf. James*, 387 N.C. at 30, 910 S.E.2d at 661. Instead, the operating agreement provided that the purpose of the LLC was “to engage in the ownership, possession and enjoyment of [the Property.]” Here, the record demonstrates that the members do indeed “engage in the ownership, possession and enjoyment of [the Property.]” Specifically, the record tends to show that one of the members was married on the Property and the members routinely visit the Property. As the operating agreement was formed for such purposes, there

is no merit to Plaintiff's contention that the "management of the company is unable or unwilling to work together to reasonably engage in or promote the purpose for which the company was formed." *Id.* at 29, 910 S.E.2d at 660 ("[Courts] may consider: (1) whether the management of the company is unable or unwilling to work together to reasonably engage in or promote the purpose for which the company was formed").

Moreover, unlike *James*, there is only one manager and the majority of the members, who all have equal membership interests, do not wish to sell or otherwise dispose of the Property. As such, there is no deadlock among members. *See id.* ("[Courts] may consider . . . (2) whether there is deadlock between the managers [or members within a member-managed LLC.]"). According to the operating agreement, "[n]either any Member nor a successor, representative or assign of any Member, shall have the right, title or interest in or to any Property or the right to partition any Property." Additionally, the operating agreement provides:

Without the consent of **all** the Members, the Manager[] shall have no authority to do any of the following:

. . . .

Sell, lease, subdivide, develop or place improvements upon all or any portion of the real property described in that deed recorded in Book 2123 at Pages 23-24 in the office of the Register of Deeds of Iredell County, North Carolina, which said deed is incorporated fully herein, by reference, for greater certainty of description.

Since the sale of the Property requires unanimity and there are three members, deadlock is essentially inconceivable. Thus, in this circumstance, it is of no consequence whether the “operating agreement provides a means of navigating around . . . deadlock[.]” *See id.* (“[Courts] may consider . . . whether the operating agreement provides a means of navigating around such deadlock . . .”). Further, there has been no allegation that any “member or manager has engaged in misconduct.” *Id.*

As to the remaining factors, regarding Defendant’s financial position and financial feasibility, “we weigh [all] of the[] factors to determine if judicial dissolution is an appropriate remedy.” *Id.*; *see also id.* at 33, 910 S.E.2d at 663. That is, we do not need every factor. *See id.* at 29, 910 S.E.2d at 660. To be sure, the North Carolina Supreme Court instructed that we consider “whether, due to the company’s financial position, there is still a business to operate” and “whether continuing the company is financially feasible[.]” *Id.* That said, just as we do “not need to find that all of the[] factors apply to conclude that it is ‘not practicable’ to operate an LLC in accordance with its operating agreement,” we likewise need not find all the factors apply to conclude that operating the LLC is feasible. *Id.*; *see also id.* at 26, 910 S.E.2d at 658. In any event, the record tends to show that Defendant is currently financially supported by the members. While the record demonstrates that Defendant does not have an independent revenue stream, the record tends to show that the manager has requested funds from each member to continue its operations. The record also tends

to show that although Plaintiff has ceased paying expenses, the remaining members have continued to do so on his behalf.

Furthermore, this is not a case like *Chisum*. Unlike that case, there is no basis to conclude that the “parties could not ever again be associated with one another in a jointly owned business” *Chisum*, 376 N.C. at 714–15, 855 S.E.2d at 196–97. Unlike *Chisum*, the record here demonstrates the parties are still in communication. *Cf. id.* at 714, 855 S.E.2d at 196. For all these reasons, we conclude that it is feasible to conduct the LLC’s business in conformity with the operating agreement. *See James*, 387 N.C. at 26, 910 S.E.2d at 658. Therefore, since conducting the LLC is practicable under N.C. Gen. Stat. § 57D-6-02(2)(i), the trial court did not err.

2. *Necessity of Liquidation to Protect Plaintiff’s Rights and Interests*

Plaintiff also argues that liquidation was necessary to protect his rights and interests. *See* N.C. Gen. Stat. § 57D-6-02(2)(ii). Attempting to analogize this case to a minority shareholder of a corporation, Plaintiff maintains that “fairness and equity warrant judicial intervention.” We disagree.

Under the Act, a court may dissolve an LLC if “liquidation of the LLC is necessary to protect the rights and interests of the member.” N.C. Gen. Stat. § 57D-6-02(2)(ii). This Court has not previously addressed when judicial dissolution is necessary to “protect the rights and interests” of a member. We therefore take the opportunity to do so now.

In doing so, we note that “[o]ur primary goal in construing a statute is ‘to ensure that the purpose of the legislature, the legislative intent, is accomplished.’” *Wynn v. Frederick*, 385 N.C. 576, 581–82, 895 S.E.2d 371, 377 (2023) (first citing *Elec. Supply Co. of Durham v. Swain Elec. Co.*, 328 N.C. 651, 656, 403 S.E.2d 291, 294 (1991); and then citing *Hunt v. Reinsurance Facility*, 302 N.C. 274, 288, 275 S.E.2d 399, 405 (1981)). Thus, “we first examine the plain words of the statute, as the best indicia of legislative intent is the language of the statute itself.” *Id.* (citation modified); *see also* Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 56 (2012) [hereinafter Scalia, *Reading Law*]. (“The words of a governing text are of paramount concern, and what they convey, in their context, is what the text means.”). “Where the language of a statute is clear, the courts must give the statute its plain meaning; however, where the statute is ambiguous or unclear as to its meaning, the courts must interpret the statute to give effect to the legislative intent.” *Frye Reg’l Med. Ctr., Inc. v. Hunt*, 350 N.C. 39, 45, 510 S.E.2d 159, 163 (1999) (citation omitted); *see also Belmont Ass’n, Inc. v. Farwig*, 381 N.C. 306, 310–11, 873 S.E.2d 486, 489 (2022) (“Canons of statutory interpretation are only employed if the language of the statute is ambiguous or lacks precision, or is fairly susceptible of two or more meanings.” (citation omitted)).

When “the statute, itself, contains a definition of a word used therein, that definition controls, however contrary to the ordinary meaning of the word it may be.” *Clayton-Marcus Co., Inc.*, 286 N.C. at 219, 210 S.E.2d at 203 (citation omitted).

However, if there is no statutory definition, “courts may look to dictionaries to determine the ordinary meaning of words within a statute.” *N. Carolina Cemetery Comm’n v. Smoky Mountain Mem’l Parks, Inc.*, 293 N.C. App. 270, 277, 900 S.E.2d 343, 349 (2024). That said, “[i]f words at the time of their use had a well-known legal or technical meaning, they are to be so construed unless the [document at issue] itself discloses that another meaning was intended.” *Philip Morris USA, Inc. v. N. Carolina Dep’t of Revenue*, 386 N.C. 748, 752, 909 S.E.2d 197, 201 (2024) (citing *Wachovia Bank & Tr. Co. v. Waddell*, 237 N.C. 342, 346, 75 S.E.2d 151 (1953)); *see also* Scalia, *Reading Law* at 69 (“Words are to be understood in their ordinary, everyday meanings—unless the context indicates that they bear a technical sense.”). Additionally, we “consider the statute as a whole and determine its meaning by reading it in its proper context[.]” *City of Asheville v. Frost*, 370 N.C. 590, 592, 811 S.E.2d 560, 562 (2018); *see also* Antonin Scalia, *A Matter of Interpretation* 37 (1997) (“In textual interpretation, context is everything.”).

Turning to the statute at issue, we must determine the “rights and interests of [a] member,” and whether “liquidation is necessary to protect” them. *See* N.C. Gen. Stat. § 57D-6-02(2)(ii). While the Act does not define “rights and interests of the member,” it does define constituent terms from which that phrase is built. *See id.* § 57D-1-03(4), (10)–(11), (15), (21), (25).

Specifically, the Act defines “ownership interest” as:

All of an interest owner's rights and obligations as an interest owner in an LLC, including (i) any economic interest, (ii) any right to participate in the management or approve actions proposed by persons responsible for the management of the LLC, (iii) any right to bring a derivative action, and (iv) any right to inspect the books and records of or receive information from the LLC.

Id. § 57D-1-03(25). An “interest owner,” in turn, is defined as “[a] member, an economic interest owner, or a special economic interest owner.” *Id.* § 57D-1-03(15).

A “member” is defined as “[a] person who has been admitted as a member of the LLC as provided in the operating agreement or G.S. 57D-3-01[.]” *Id.* § 57D-1-03(21).

Notably, the definition of “ownership interest” mentions both “rights” and “interests.” *Id.* § 57D-1-03(25). Reading the statute contextually, however, we conclude that, under N.C. Gen. Stat. § 57D-6-02(2)(ii), the “interests” of a member refer to a member's “economic interest” referenced in N.C. Gen. Stat. § 57D-1-03(25)(i). *See Frost*, 370 N.C. at 592, 811 S.E.2d at 562. Further, we conclude that, under N.C. Gen. Stat. § 57D-6-02(2)(ii), the “rights” of a member refer to the remaining, non-economic components of the member's ownership interest referenced in N.C. Gen. Stat. § 57D-1-03(25)(ii)–(iv). *See id.*

Under the Act, “economic interest” is defined as “[t]he proprietary interest of an interest owner in the capital, income, losses, credits, and other economic rights and interests of a limited liability company, including the right of the owner of the interest to receive distributions from the limited liability company.” N.C. Gen. Stat. § 57D-1-03(10). To be sure, the phrase “interests of [a] member” in N.C. Gen.

Stat. § 57D-6-02(2)(ii) is broad and, on its face, could encompass many different interests a member might hold, economic or otherwise.

That said,

[i]t is well established that a statute must be considered as a whole and construed, if possible, so that none of its provisions shall be rendered useless or redundant. It is presumed that the legislature intended each portion to be given full effect and did not intend any provision to be mere surplusage.

Porsh Builders, Inc. v. City of Winston-Salem, 302 N.C. 550, 556, 276 S.E.2d 443, 447 (1981).

Here, the Act allows a court to judicially dissolve an LLC when “liquidation of the LLC is necessary to protect the *rights and interests* of the member.” N.C. Gen. Stat. § 57D-6-02(2)(ii) (emphasis added). We will not presume that the General Assembly used “rights” and “interests” in N.C. Gen. Stat. § 57D-6-02(2)(ii) as mere surplusage, one restating the other, when its own definitional section demonstrates that the two terms correspond to analytically distinct and separately transferable components of an ownership interest. *See Porsh Builders*, 302 N.C. at 556, 276 S.E.2d at 447. Indeed, the definition of “ownership interest” separates “economic interest” from governance-related rights. *Compare* N.C. Gen. Stat. § 57D-1-03(25)(i), *with id.* § 57D-1-03(25)(ii)–(iv).

Moreover, the Act uses the term “rights” elsewhere to refer to non-economic, governance-related components of an ownership interest, as distinct from the

economic interest. *See id.* § 57D-5-02 (2025) (“The transfer of an *economic interest* or portion thereof *does not entitle the transferee to become or exercise any rights* of a member other than to receive the economic interest or the portion thereof assigned to the transferee.” (emphasis added)); *see also id.* § 57D-3-02(a)(4) (providing that a member ceases to be a member by “abandoning all of the rights of his or her ownership interest *except his or her economic interest*, or any portion thereof.” (emphasis added)).

Accordingly, under N.C. Gen. Stat. § 57D-6-02(2)(ii), when considering whether “liquidation of the LLC is necessary to protect the rights and interests of the member,” courts should consider: (1) whether liquidation is necessary to protect the member’s economic interest under N.C. Gen. Stat. § 57D-1-03(25)(i); and (2) whether liquidation is necessary to protect the member’s rights under N.C. Gen. Stat. § 57D-1-03(25)(ii)–(iv).

As here, however, when an operating agreement governs the LLC, it will control. *See Crouse v. Mineo*, 189 N.C. App. 232, 237, 658 S.E.2d 33, 36 (2008) (quoting Russell M. Robinson, II, *Robinson on North Carolina Corporate Law* § 34.01, at 34–2 to 34–3 (rev. 7th ed.2006)); *see also* N.C. Gen. Stat. § 57D-2-30 (2025). In this case, the operating agreement provides the following:

“Membership Interest” means all of a Member’s rights in the Company, including without limitation, the Member’s share of the Profits and Losses of the Company, the right to receive Distributions, any right to vote and any right to

participate in the management of the Company as provided in the Act and in this Agreement.

Accordingly, we must consider whether liquidation is necessary to protect Plaintiff's "rights and interests" as defined under the operating agreement. Here, it is undisputed that Plaintiff wishes to sell the Property, while the other two members do not. This disagreement, however, does not endanger Plaintiff's "share of the Profits and Losses" or Plaintiff's "right to receive Distributions." Plaintiff still holds an equal membership interest with the other members and would therefore be entitled to a third of any economic benefit. While economic benefits may not currently be realized, Plaintiff nevertheless continues to maintain his interest under the LLC.

Moreover, with respect to protecting Plaintiff's "right to vote and any right to participate in the management of the Company," it is undisputed that Mr. McPherson is the sole manager. Under the operating agreement, Mr. McPherson has the authority to make "all decisions with respect to the management of the business and affairs of the Company." Even so, the operating agreement also provides that the Property may not be sold, leased, subdivided, or developed without the consent of all the members. The mere fact that two members do not consent to Plaintiff's wishes does not amount to a denial of his "right to vote" or "right to participate in the management of the Company." For these reasons, liquidation is unnecessary to protect Plaintiff's "rights and interests." *See* N.C. Gen. Stat. § 57D-6-02(2)(ii).

Plaintiff nevertheless insists that the instant case is analogous to those involving a minority shareholder of a corporation. *See, e.g., Meiselman v. Meiselman*, 58 N.C. App. 758, 295 S.E.2d 249 (1982), *aff'd as modified and remanded*, 309 N.C. 279, 307 S.E.2d 551 (1983); *see also, e.g., Royals v. Piedmont Elec. Repair Co.*, 137 N.C. App. 700, 529 S.E.2d 515 (2000).

In *Meiselman*, a wealthy father “formed several interrelated corporations into which he transferred most of his property.” *Meiselman*, 58 N.C. App. at 760, 295 S.E.2d at 251. Several of the existing corporations were later merged into one. *Id.* The father eventually transferred stock to his two children, Ira and Michael. *Id.* at 760–61, 295 S.E.2d at 251–52. Ultimately, Michael was the minority shareholder. *Id.* Thereafter, Michael sought “an order requiring the defendants to ‘buy him out at the appraised fair value of his interest.’” *Id.* at 761, 295 S.E.2d at 252. Michael argued such an order was

necessary for his protection because (i) an irreconcilable conflict, causing intense hostility and bitterness, exists between Michael and Ira; (ii) Ira has control of the family corporations and has totally excluded Michael from any participation in the business, and has, moreover, fired him; and (iii) Michael is unable to use or control his inheritance, which ranges from three to seven million dollars, because of Ira’s actions.

Id. at 761–62, 295 S.E.2d at 252.

At the time, N.C. Gen. Stat. § 55-125(a)(4)¹ authorized the involuntary dissolution of a corporation when “reasonably necessary for the protection of the rights or interests of the complaining shareholder.” *Id.* at 762, 295 S.E.2d at 252. This Court then stated that a “historical analysis” of the Business Corporation Act “demonstrates that our courts should not hesitate to dissolve corporations or grant other relief to minority shareholders when relief is warranted.” *Id.* The Court asserted that state legislatures have been giving more protection to minority shareholders. *Id.* at 763, 295 S.E.2d at 253. Specifically, the Court explained that:

Now every state has a statute authorizing its courts to order the involuntary dissolution of a corporation upon the petition of the complaining shareholder when the shareholders are deadlocked, when the majority shareholders are oppressing the *minority* shareholders, or when liquidation is deemed necessary for the protection of the rights and interests of the *minority* shareholders.

Id. (emphasis added). The Court ultimately held that fairness and equity warrant judicial dissolution. *Id.* at 771, 295 S.E.2d at 257. It reasoned that the record showed great bitterness and hostility between Michael and Ira. *Id.* at 769, 295 S.E.2d at 256. Specifically, the Court stated that:

Ira, who effectively exercises total control of the defendant corporations, has completely denied Michael any participation in the management of the defendant corporations, including establishing dividend policy and declaring dividends, has fired Michael from employment, thus depriving Michael not only of his salary but also from all other employment benefits, and has, occasionally,

¹ This statute has been replaced by N.C. Gen. Stat. § 55-14-30 (2025).

denied Michael access to the corporate offices, premises, books of accounts, and records. In other words, the evidence shows that Michael's immense book value wealth is being rendered worthless to him as current income, and that, despite Michael's stock in the corporate enterprises, he is denied the benefits of that ownership.

Id.

The North Carolina Supreme Court largely agreed. *See Meiselman v. Meiselman*, 309 N.C. 279, 307 S.E.2d 551 (1983). That Court explained that “before it can be determined whether, in any given case, it has been established that liquidation is reasonably necessary to protect the complaining shareholder’s rights or interests, the particular rights or interests of the complaining shareholder must be articulated.” *Id.* at 298, 307 S.E.2d at 562 (internal quotations omitted). The North Carolina Supreme Court then held that “a complaining shareholder’s rights or interests in a close corporation include the reasonable expectations the complaining shareholder has in the corporation.” *Id.* at 298, 307 S.E.2d at 563 (internal quotations omitted). The Court clarified that:

reasonable expectations are to be ascertained by examining the entire history of the participants’ relationship. That history will include the reasonable expectations created at the inception of the participants’ relationship; those reasonable expectations as altered over time; and the reasonable expectations which develop as the participants engage in a course of dealing in conducting the affairs of the corporation. The interests and views of the other participants must be considered in determining reasonable expectations. The key is reasonable. In order for plaintiff’s expectations to be reasonable, they must be known to or assumed by the other shareholders and concurred in by

them. Privately held expectations which are not made known to the other participants are not reasonable. Only expectations embodied in understandings, express or implied, among the participants should be recognized by the court.

. . . .

In short, then, the rights or interests of a shareholder in any given case will not necessarily be the same rights or interests of any other shareholder. An articulation of those rights or interests will necessarily require a case-by-case determination based on an examination of the entire history of the participants' relationship—an examination not only of the expectations generated by the participants' original business bargain, but also of the history of the participants' relationship as expectations alter and new expectations develop over the course of the participants' cooperative efforts in operating the business.

. . . .

For plaintiff to obtain relief under the expectations analysis, he must prove that (1) he had one or more substantial reasonable expectations known or assumed by the other participants; (2) the expectation has been frustrated; (3) the frustration was without fault of plaintiff and was in large part beyond his control; and (4) under all of the circumstances of the case plaintiff is entitled to some form of equitable relief.

Id. at 298–99, 301, 307 S.E.2d at 563–64 (internal quotations omitted). Put differently, the Court rejected the notion that a shareholder's rights and interests in a closely held corporation are limited to traditional shareholder rights such as notice of meetings, cumulative voting, access to corporate information, and the right to compel dividends. *Id.* at 302–03, 307 S.E.2d at 565. Instead, the Court held such rights and reasonable expectations are more broadly defined, particularly where the

shareholder holds a substantial ownership stake, and “also has been employed by the corporations, provided with fringe benefits, and, to some extent, allowed to participate in management decisions[.]” *Id.* at 302, 307 S.E.2d at 565.

This Court has recognized that “[s]ince 1955, North Carolina has served as a pioneer and ‘shining light’ in the protection of minority shareholder rights.” *Royals*, 137 N.C. App. at 702, 529 S.E.2d at 517. In *Royals*, despite having three directors, two majority shareholders promptly appointed themselves to a two-member executive committee that would run the company. *Id.* at 703, 529 S.E.2d at 517. There was also another shareholder who retained a 38% share of the corporation. *Id.* Despite this, the majority shareholders excluded both the director and other shareholder from all company business, and after the director attempted to investigate environmental concerns, they barred him from the company premises altogether. *Id.* Citing *Meiselman*, this Court reiterated that:

Many close corporations are companies based on personal relationships that give rise to certain reasonable expectations on the part of those acquiring an interest in the close corporation. Thus, when personal relations among the participants in a close corporation break down, the reasonable expectations the participants had become difficult if not impossible to fulfill. In other words, when the personal relationships among the participants break down, the majority shareholder, because of his greater voting power, is in a position to terminate the minority shareholder’s employment and to exclude him from participation in management decisions. . . . Furthermore, the illiquidity of a minority shareholder’s interest in a close corporation renders him vulnerable to other exploitation by the majority shareholders.

Id. at 704, 529 S.E.2d at 518 (citation modified) (quoting *Meiselman*, 309 N.C. at 289–91, 307 S.E.2d 558–59). After examining the *Meiselman* factors, this Court held dissolution was appropriate. *Id.* at 709, 529 S.E.2d at 521.

Unlike *Meiselman* and *Royals*, which both dealt with corporations, this case deals with an LLC. Lower courts have commented that neither appellate court has “‘yet decided whether and to what extent the principles of *Meiselman* apply to actions’ to dissolve an LLC.” *McClure v. Ghost Town in the Sky, LLC*, No. 22 CVS 752, 2024 WL 2235955, at *5 (N.C. Super. May 16, 2024) (quoting *Bennett v. Bennett*, No. 18 CVS 48, 2019 WL 1262472, at *13 (N.C. Super. Mar. 15, 2019)). Since this case is readily distinguishable, we need not do so today.

Unlike *Meiselman* and *Royals*, Plaintiff has an equal membership interest and is therefore not a minority interest holder. The logic underlying *Meiselman* concerned personal relationships within a closely held corporation giving rise to “reasonable expectations” and the danger of oppression and exploitation of minority shareholders. *Meiselman*, 309 N.C. at 288–96, 307 S.E.2d at 557–61; *but see Foster v. Foster Farms, Inc.*, 112 N.C. App. 700, 710, 436 S.E.2d 843, 849 (1993) (“Although plaintiff here is not a minority shareholder, the guiding principles of *Meiselman* apply.”). The mere fact that Plaintiff holds a minority viewpoint regarding the Property does not make him a minority interest holder. Moreover, unlike *Meiselman* and *Royals*, Plaintiff has not been excluded from the LLC by the others. The record demonstrates that the

parties have remained in communication regarding the LLC despite Plaintiff's voluntary cessation of paying expenses.

Even if *Meiselman* applied, notwithstanding the differences in entity structures and lack of minority interest, we note Plaintiff has not demonstrated that he had a reasonable expectation for which it is necessary to dissolve the LLC. For these reasons, we conclude that liquidation is not necessary to protect Plaintiff's rights and interests. *See* N.C. Gen. Stat. § 57D-6-02(2)(ii). Accordingly, we hold that the trial court did not err.

B. Order Discrepancy

Lastly, Plaintiff argues that the trial court erred by entering a judgment inconsistent with the judgment rendered in open court.

At the conclusion of the summary judgment hearing, the trial court stated: "All right. I'm going to allow your motion to suppress and deny your motion to suppress. If you will prepare an order, Counsel." Meanwhile, the written order provided:

1. Defendant MJM, LLC's Motion for Summary Judgment is GRANTED.
2. Plaintiff Jack Issac Brinkley's Motion for Summary Judgment is DENIED
3. The Court has not considered the inadmissible portions of the Affidavit of Jack Issac Brinkley, and accordingly, Defendant's Motion to Strike that Affidavit is DENIED AS MOOT.
4. This civil action is DISMISSED WITH PREJUDICE.

“[A] judgment is entered when it is reduced to writing, signed by the judge, and filed with the clerk of court” N.C. Gen. Stat. § 1A-1, Rule 58 (2025). “The trial judge’s comments during the hearing as to its consideration of the entire case file, evidence and law are not controlling; the written court order as entered is controlling.” *Fayetteville Publ’g Co. v. Advanced Internet Techs., Inc.*, 192 N.C. App. 419, 425, 665 S.E.2d 518, 522 (2008) (citation omitted). “The announcement of judgment in open court is the mere rendering of judgment, not the entry of judgment. *Draughon v. Harnett Cnty. Bd. of Educ.*, 158 N.C. App. 208, 214, 580 S.E.2d 732, 737 (2003) (citation omitted); *see also Morris v. Se. Orthopedics Sports Med. & Shoulder Ctr., P.A.*, 199 N.C. App. 425, 433, 681 S.E.2d 840, 846 (2009) (“The announcement of judgment in open court is the mere rendering of judgment, and is subject to change before entry of judgment. A judgment is entered when it is reduced to writing, signed by the judge, and filed with the clerk of court.” (citation modified)).

Citing *In re J.C.*, Plaintiff contends that “[i]f there is a discrepancy between the written order and the oral rendering of the order in court as reflected by the transcript, the transcript is considered dispositive.” 236 N.C. App. 558, 562, 783 S.E.2d 202, 205 (2014). Despite Plaintiff’s position, however, this Court has since explained in that case, “the trial court’s written order directly contradicted the order rendered from the bench” and that order was vacated because “the differences between the oral rendering and the written order were substantive[.]” *In re O.D.S.*,

247 N.C. App. 711, 719–20, 786 S.E.2d 410, 416 (2016) (citing *In re J.C.*, 236 N.C. App. at 562, 783 S.E.2d at 205).

Additionally, we also noted the following:

J.C. appears to be in conflict with certain established precedents. *J.C.* cites to *Edwards*, which in turn cites *Morris*, *supra*. As stated above, this portion of *Morris* is discussing a situation when an order was entered orally in open court, then subsequently reduced to writing and filed. *Morris*, 86 N.C. App. at 389, 358 S.E.2d at 127. Judgments and orders in civil cases can no longer be entered in open court and, therefore, this portion of *Morris* is no longer relevant. It is true that general conformity between the orally rendered judgment and the written judgment entered is still relevant for determining the validity of notices of appeal filed following oral rendering of the judgment, but before the judgment has been entered, *Id.* at 388–89, 358 S.E.2d at 126, but that is not the situation before us. Further, the holding in *Edwards* that “if the written judgment conforms generally with the oral judgment, the judgment is valid,” *Edwards*, 182 N.C. App. at 727, 643 S.E.2d at 54, does not command the converse, i.e. that any written judgment that does not generally conform with the oral judgment is necessarily *invalid*. Though there may be situations when this is true, we can find no opinion in which it has been held that the written and entered judgment must always generally conform with a prior oral rendition of that judgment in order to be valid. However, as noted above, there are plenary opinions in which our appellate courts have affirmed entered judgments and orders that do not conform to the associated orally rendered judgments and orders.

J.C. cites a criminal case, *Sellers*, for the proposition that “if there is a discrepancy between the written order and the oral rendering of the order in open court as reflected by the transcript, the transcript is considered dispositive.” *J.C.*, 236 N.C. App. at 562, 783 S.E.2d at 205.

....

Th[e] holding in *Sellers* stands for the proposition that, when it is apparent from the transcript that a clerical error has been committed on the written order, remand is appropriate so that the trial court can correct the clerical error. *Sellers* does not stand for the proposition that the trial court is always bound by its pronouncements in open court. As discussed above, prior opinions of this Court have made clear that, as a general proposition, the written and entered order or judgment controls over an oral rendition of that order or judgment. . . . Assuming *arguendo J.C.* is not in conflict with prior opinions, we believe it is limited to the facts in that case.

Id. at 720–22, 786 S.E.2d 410, 417–18; *see also Scoggin v. Scoggin*, 250 N.C. App. 115, 119, 791 S.E.2d 524, 527 (2016).

Here, at the beginning of the hearing, the trial court requested clarification as to “[w]hat motion is this?” Defendant’s counsel responded: “we have cross-motions for summary judgment. . . . We also have a motion to strike an affidavit.” At the conclusion of the hearing, the trial court’s reference to the non-existent motions to suppress was merely a malapropism. Generally, a motion to suppress only arises in the criminal context. *See generally* N.C. Gen. Stat. § 15A-977 (2025). As this was a civil case, and the only issues were the cross-motions for summary judgment and motion to strike, it is inconceivable that the trial court’s brief gaffe would require vacatur and remand. *See, e.g., Meiselman*, 58 N.C. App. at 771, 295 S.E.2d at 257 (1982) (“[I]f tentative thoughts take precedence over formal orders, appellate courts will be clogged as a practical matter.”)

The trial court conducted, and both parties participated in, a comprehensive hearing relating to the cross-motions for summary judgment and motion to strike. Besides the misstatement at the conclusion of the hearing, a motion to suppress was never otherwise mentioned. Regardless, the trial court signed the written orders, and, for our purposes, that is enough. *See In re O.D.S.*, 247 N.C. App. at 719–22, 786 S.E.2d at 416–18. Defendant’s argument is overruled.

III. Conclusion

After a careful review of the record, it remains feasible to conduct the LLC in conformity with the operating agreement and liquidation is not necessary to protect Plaintiff’s rights and interests. *See* N.C. Gen. Stat. § 57D-6-02(2). Further, Defendant’s argument regarding the discrepancy between the judgment rendered and the judgment entered is overruled. As we discern no error, we affirm.

AFFIRMED.

Judges ZACHARY and FLOOD concur.