

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
24CV025515-910

MERIDIAN RENEWABLE ENERGY  
LLC,

Plaintiff and Counterclaim  
Defendant,

v.

BIRCH CREEK DEVELOPMENT,  
LLC,

Defendant, and  
Counterclaim Plaintiff,

And

BIRCH CREEK DEVELOPMENT,  
LLC,

Third-Party Plaintiff,

v.

PINE GATE AND THE PINE GATE  
RENEWABLES, LLC AND BIRCH  
CREEK DEVELOPMENT, LLC  
JOINT VENTURE,

Third-Party Defendants.

**ORDER ON PLAINTIFF'S  
OPPOSITION TO NOTICE OF  
DESIGNATION**

1. **THIS MATTER** is before the Court following the 26 June 2025 filing by Plaintiff Meridian Renewable Energy LLC (Meridian) of *Plaintiff's Corrected Opposition to Designation as a Mandatory Complex Business Case*. (ECF No. 15 [Opp'n].)<sup>1</sup>

---

<sup>1</sup> Meridian timely filed the Opposition to Designation as a Mandatory Complex Business Case on 25 June 2025, (ECF No. 14), but failed to include the referenced exhibits. Meridian filed its Corrected Opposition to Designation as a Mandatory Complex Business Case (the Opposition) on 26 June 2025 with the exhibits. (ECF No. 15.) References herein to the "Opposition" and citations to the same will be to ECF No. 15, as this is the most recent and complete filing.

2. Meridian filed the Complaint initiating this action in Wake County Superior Court on 14 August 2024. (Compl., ECF No. 2.) In the Complaint, Meridian asserts claims against Defendant Birch Creek Development, LLC (Birch Creek) for breach of contract, breach of the duty of good faith and fair dealing, declaratory judgment, and, in the alternative, quantum meruit. (See Compl. ¶¶ 25–46.)

3. Meridian subsequently filed a First Amended Complaint on 24 September 2024, (ECF No. 3), and later filed a Second Amended Complaint on 25 April 2025, (ECF No. 5). On 9 May 2025, Birch Creek filed a Notice of Designation (the First NOD) with the Wake County Clerk of Superior Court based on the filing of the Second Amended Complaint, contending that designation as a mandatory complex business case was proper under N.C.G.S. § 7A-45.4(a)(1) and (b)(2). (Notice Designation, ECF No. 6 [1st NOD].)

4. In its Order on Designation dated 16 May 2025, the Court concluded this action should not proceed as a mandatory complex business case under N.C.G.S. § 7A-45.4(a)(1) due to untimeliness, or under N.C.G.S. § 7A-45.4(b)(2) due to the failure to satisfy the requirements as a “mandatory mandatory” complex business case. See *Meridian Renewable Energy LLC v. Birch Creek Dev., LLC*, 2025 NCBC LEXIS 56, at \*4, 6–7 (N.C. Super. Ct. May 16, 2025).

5. Consequently, this action was not assigned to a Special Superior Court Judge for Complex Business Cases and instead proceeded on the regular civil superior court docket in Judicial District 10.

6. On 24 June 2025, Birch Creek filed its Answer with Counterclaim and Third-Party Complaint (TPC) in response to the Second Amended Complaint, asserting counterclaims against Meridian and a claim for breach of fiduciary duty and certain declaratory relief against Pine Gate and “The Pine Gate Renewables, LLC and Birch Creek Development, LLC Joint Venture” as third-party defendants. (*See generally* Answer Countercl. Third-Party Compl., ECF No. 12 [Third-Party Compl].) On the same date, Birch Creek filed a second Notice of Designation (the Second NOD), asserting the case meets the criteria for designation under N.C.G.S. § 7A-45.4(a)(1) based on Birch Creek’s TPC. (Notice Designation, ECF No. 13 [2d NOD].)

7. Meridian timely filed the Opposition, contending that designation under N.C.G.S. § 7A-45.4(a)(1) is improper. (Opp’n 1.) According to Meridian, “[t]his is still a straightforward breach of contract case about whether Birch Creek owes Meridian . . . money for services provided under written Scopes of Work (‘SOW’).” (Opp’n 1.) Meridian contends that “Pine Gate and Birch Creek are mere joint obligors, not partners, and the ‘Joint Venture’ in the governing contract is specifically defined to be Birch Creek *itself*, not a partnership between Pine Gate and Birch Creek.” (Opp’n 2.) On 10 July 2025, Birch Creek timely filed its Response to Opposition to Notice of Designation pursuant to Business Court Rule 2.2. (Resp. Opp’n Notice Designation, ECF No. 17 [Resp.].)

8. Pursuant to N.C.G.S. § 7A-45.4(e), the undersigned is required to rule by written order on Meridian’s objection and to determine whether the action should be designated as a mandatory complex business case.

9. Based on the record before the Court, it appears this case arises out of alleged breaches of contract between Meridian, Birch Creek, and Pine Gate in the development of solar projects, specifically, alleged breaches of a Consulting Agreement and eight SOWs, and the payments due thereunder. (*See generally* 2d Am. Compl.) The nature of the parties' business relationship has also been raised, including whether Birch Creek and Pine Gate are partners in a joint venture and whether certain fiduciary obligations are owed. (*See generally* Third-Party Compl.)

10. "For a case to be certified as a mandatory complex business case, the pleading upon which designation is based must raise a material issue that falls within one of the categories specified in section 7A-45.4." *Composite Fabrics of Am., LLC v. Edge Structural Composites, Inc.*, 2016 NCBC LEXIS 11, at \*11 (N.C. Super. Ct. Feb. 5, 2016). "The Court accepts [the] allegations [in the relevant pleading] as true solely for purposes of [determining whether a case qualifies for mandatory complex business designation]." *Se. Auto., Inc. v. Genuine Parts Co.*, 2016 NCBC LEXIS 63, at \*3 (N.C. Super. Ct. Aug. 17, 2016).

11. Birch Creek seeks mandatory complex business case designation pursuant to N.C.G.S. § 7A-45.4(a)(1). (*See* 2d NOD 1.) Designation under this section is proper if the action involves a material issue related to "[d]isputes involving the law governing corporations, except charitable and religious organizations qualified under G.S. 55A-1-40(4) on the grounds of religious purpose, partnerships, and limited liability companies, including disputes arising under Chapters 55, 55A, 55B, 57D, and 59 of the General Statutes." N.C.G.S. § 7A-45.4(a)(1). According to Birch Creek,

designation is proper under N.C.G.S. § 7A-45.4(a)(1) because this action “involves the law governing partnerships under Chapter 59 of the General Statutes.” (2d NOD 3.) Birch Creek notes that, “[i]n its third-party complaint, [it] seeks both declaratory and affirmative relief as to [Pine Gate] in its capacity as a joint venture partner of [Birch Creek].” (2d NOD 3.)

12. The Court agrees.<sup>2</sup> Birch Creek has brought a breach of fiduciary duty claim against Pine Gate as a joint venture partner and also seeks declaratory relief concerning the existence of a partnership and the rights and obligations owed thereunder. (See Third-Party Compl. ¶¶ 34–38.) While the Court previously noted that it “[did] not believe that the existence of a joint venture relationship between Pine Gate and Birch Creek and the implication of partnership law will be material issues in this case” based on its reading of the filings at that point, the claims in the TPC now put the alleged joint venture relationship and partnership law squarely before this Court. *Meridian Renewable Energy*, 2025 NCBC LEXIS 56, at \*7. Birch Creek’s claim for breach of fiduciary duty arises out of its relationship with Pine Gate as partners in a partnership under Chapter 59. It therefore falls within N.C.G.S. § 7A-45.4(a)(1). See, e.g., *Donald R. Simpson Family L.P. v. Donald R. Simpson Family L.P.*, 2021 NCBC LEXIS 20, at \*4–5 (N.C. Super. Ct. Mar. 9, 2021); *Loyd v. Griffin*, 2020 NCBC LEXIS 142, at \*4–5 (N.C. Super. Ct. Dec. 7, 2020); *Epic*

---

<sup>2</sup> “The Notice of Designation shall be filed [b]y . . . the third-party plaintiff . . . contemporaneously with the filing of the . . . third-party complaint[.]” N.C.G.S. § 7A-45.4(d). Birch Creek filed the Second NOD contemporaneously with its TPC and the Second NOD is “based upon the allegations, claims, and counterclaims raised in the [TPC], not the [Second Amended Complaint].” (Resp. 6.) The Second NOD is therefore timely under N.C.G.S. § 7A-45.4(d).

*Chophouse, LLC v. Morasso*, 2018 NCBC LEXIS 253, at \*3 (N.C. Super. Ct. Nov. 19, 2018).

13. Meridian contends that designation is still not proper. According to Meridian, this Court “determined that the case did not qualify for designation the first time, and nothing has changed.” (Opp’n 1.) Meridian asserts that based on the face of the contracts at issue, “no such ‘joint venture’ exists and . . . this case does not involve a material issue related to the law of partnerships.” (Opp’n 5.) Meridian further asserts that “merely using the phrase ‘Chapter 59’ or *claiming* that partnership law is involved does not bring a case within this Court’s jurisdiction.” (Opp’n 5.) However, Meridian’s arguments are misplaced.

14. The Court agrees that merely referencing Chapter 59—the North Carolina Uniform Partnership Act—certainly does not transform a case that would otherwise fail to meet the requirements of N.C.G.S. § 7A-45.4(a)(1) into one that does. However, contrary to Meridian’s assertion that “nothing has changed,” as explained above, Birch Creek has raised a new breach of fiduciary duty claim in the TPC, based on a claimed partnership with Pine Gate arising under Chapter 59. *See Leone v. Leone*, 2025 NCBC LEXIS 1, at \*4–5 (N.C. Super. Ct. Jan. 16, 2025) (holding that designation under subsection (a)(1) was proper where claim for statutory breach of fiduciary duty was asserted, necessitating reference to Chapter 57); *Bui v. Phan*, 2024 NCBC LEXIS 43, at \*4–5 (N.C. Super. Ct. Mar. 8, 2024) (holding that designation under subsection (a)(1) was proper where counterclaim for breach of fiduciary duty

was asserted, necessitating reference to Chapter 55); *Davis v. Davis Funeral Servs.*, 2022 NCBC LEXIS 70, at \*6 (N.C. Super. Ct. June 30, 2022) (same).

15. “Disputes involving the law governing partnerships, including disputes arising under Chapter 59, ‘fall[ ] within one of the categories specified in section 7A-45.4[.]’ ” *Mixaykham v. Nguyen*, 2022 NCBC LEXIS 31, at \*5 (N.C. Super. Ct. Apr. 20, 2022) (concluding that case involving alleged breach of oral partnership agreement was properly designated pursuant to section 7A-45.4(a)(1)).

16. The Court will not use this Order to determine the merits of the TPC, namely whether a joint venture actually exists and the rights and obligations owed thereunder. Because the Court concludes that the allegations of the TPC, as pleaded, bring this matter within the purview of section 7A-45.4(a)(1), the action involves a material issue related to “[d]isputes involving the law governing . . . partnerships . . . , including disputes arising under Chapter[ ] 59 of the General Statutes.” N.C.G.S. § 7A-45.4(a)(1); *see also Miller v. Redgoose, L.L.C.*, 2024 NCBC LEXIS 16, at \*7–9 (N.C. Super. Ct. Jan. 30, 2024).

17. Based on the foregoing, the Court determines that this action is properly designated as a mandatory complex business case under N.C.G.S. § 7A-45.4(a)(1) and thus should be assigned to a Special Superior Court Judge for Complex Business Cases.

18. **THEREFORE**, the Court, in the exercise of its discretion, hereby **ORDERS** that the Opposition is **OVERRULED**. This action involves a material issue related to “[d]isputes involving the law governing . . . limited liability companies, including

disputes arising under Chapters 55, 55A, 55B, 57D, and 59 of the General Statutes  
[ ]” as required by N.C.G.S. § 7A-45.4(a)(1).

**SO ORDERED**, this the 23rd day of July, 2025.

/s/ Michael L. Robinson

---

Michael L. Robinson

Chief Business Court Judge