

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25CV067238-590

SAMBRIA CONSULTING GROUP,
LLC,

Plaintiff,

v.

ANNE MAYFIELD AND
ASSOCIATES, INC. F/K/A
MAYFIELD CONSULTING, INC.,
and ANNE MAYFIELD,

Defendants.

ORDER ON DESIGNATION

1. **THIS MATTER** is before the Court pursuant to the *Determination Order* issued on 16 January 2026 by the Honorable Paul Newby, Chief Justice of the Supreme Court of North Carolina, directing the undersigned to determine whether this action is properly designated as a mandatory complex business case in accordance with N.C.G.S. § 7A-45.4(a). (ECF No. 1.)

2. Plaintiff Sambria Consulting Group, LLC (Sambria) initiated this action on 15 December 2025, asserting claims against Defendants Anne Mayfield and Associates, Inc. f/k/a Mayfield Consulting, Inc. (Mayfield and Associates) and Anne Mayfield (together with Mayfield and Associates, Defendants) for injunctive relief/motion for temporary restraining order and preliminary injunction,¹ breach of contract, breach of duty of good faith and fair dealing, and fraud. (Compl. & Mot. TRO & Prelim. Inj. ¶¶ 47–72, ECF No. 3.) On 12 January 2026, Sambria filed an

¹ While Sambria lists injunctive relief as its “First Cause of Action,” it is not a cause of action, but rather a form of relief. *See Inhold, LLC v. PureShield, Inc.*, 2021 NCBC LEXIS 2, at *14 (N.C. Super. Ct. Jan. 8, 2021).

Amended Complaint, removing its request for injunctive relief and bringing updated claims for breach of contract, breach of duty of good faith and fair dealing, and fraud against Defendants. (Am. Compl. ¶¶ 45–62, ECF No. 6.) On 15 January 2026, Defendants timely filed a Notice of Designation (NOD) seeking designation of the action as a mandatory complex business case under N.C.G.S. § 7A-45.4(a)(1).² (Notice Designation 1, ECF No. 7 [NOD].) According to Defendants, this action is appropriate for the Business Court because it involves an alleged breach of an asset purchase agreement and Mayfield and Associates is a North Carolina corporation. (See NOD 3.)

3. Prior to the Court’s ruling on the Determination Order, Sambria filed an *Opposition to Notice of Designation* (Opposition) on 16 January 2026, contending (i) N.C.G.S. § 7A-45.4(a)(1) does not apply because the matter involves “typical contract disputes” rather than the law governing corporations, and (ii) subsection (a)(4) does not apply because Sambria does not allege any claims regarding the ownership or use of trademarks. (See Opp’n Notice Designation ¶¶ 9–10, ECF No. 2 [Opp’n].)³

² Defendants include a sentence in the NOD stating that “this action is properly designated a mandatory complex business case under N.C. Gen. Stat. § 7A-45.4(a)(4).” (NOD 3.) The Court interprets this sentence as a typographical error given (i) Defendants checked the box for subsection (a)(1) and not (a)(4), (ii) Defendants discuss the action involving the law governing corporations, and (iii) the NOD is silent as to the types of claims captured under subsection (a)(4). (See generally NOD.)

³ Because the Court believes that Sambria’s Opposition is straightforward, the Court enters this Order before Defendants have filed any response. In addition, the Court will not address the subsection (a)(4) argument raised in the Opposition since the Court interprets Defendants’ reference to subsection (a)(4) as a typographical error. *See supra* note 2.

4. Based on the record before the Court, it appears that this action arises out of the alleged breach of an asset purchase agreement between the parties. (*See generally* Am. Compl.) According to Sambria, the company acquired substantially all of the assets of Mayfield and Associates' sales and marketing consulting business on 31 October 2024. (*See* Am. Compl. ¶ 7.) Sambria asserts that after closing, it became aware of various misrepresentations about customer engagements and business operations made by Defendants, as well as an undisclosed liability. (*See* Am. Compl. ¶¶ 16–26, 31–41.) Sambria also alleges that Defendants failed to successfully transition the business to Sambria, as required in the asset purchase agreement. (*See* Am. Compl. ¶¶ 27–30.)

5. Defendants' contention that this case is properly designated under N.C.G.S. § 7A-45.4(a)(1) is misplaced. 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).

6. Although Defendants contend the law governing corporations is implicated, (*see* NOD 3), a close reading of the *Amended Complaint* indicates that Sambria seeks enforcement of certain contractual provisions in the asset purchase agreement. (*See* Am. Compl. ¶¶ 7–15.) As this Court has previously held in similar cases—and as raised in the Opposition—resolution of the claims pled require only a

straightforward application of contract law principles and do not implicate the law governing corporations under N.C.G.S. § 7A-45.4(a)(1). (Opp'n ¶¶ 7-10); *see Grindstaff v. Knighton*, 2020 NCBC LEXIS 98, at *2-3 (N.C. Super. Ct. Sep. 1, 2020) (declining to designate under subsection (a)(1) where plaintiff's claim for breach of a stock purchase agreement required only application of contract law principles); *see also Lee Ins. Fin. Servs., Inc. v. Bembridge Ins. Agencies, Inc.*, 2017 NCBC LEXIS 224, at *2 (N.C. Super. Ct. Sep. 6, 2017) (declining to designate under subsection (a)(1) where claims based on an underlying asset purchase agreement involved typical contract disputes and did not implicate the law governing corporations).

7. Importantly, neither the fact that this action involves the alleged breach of an asset purchase agreement nor that one of the parties is a North Carolina corporation, standing alone, is enough to designate the action as a mandatory complex business case under subsection (a)(1).

8. Based on the foregoing, the Court concludes that this action shall not proceed as a mandatory complex business case under N.C.G.S. § 7A-45.4(a) and thus shall not be assigned to a Special Superior Court Judge for Complex Business Cases.

9. Consistent with the *Determination Order*, the Court hereby advises the Senior Resident Superior Court Judge of Judicial District 26 that this action is not properly designated as a mandatory complex business case so that the action may be treated as any other civil action, wherein designation as a Rule 2.1 exceptional case

may be pursued with the Senior Resident Superior Court Judge if deemed appropriate.

10. The Court's ruling is without prejudice to the right of the parties to otherwise seek designation of this matter as a mandatory complex business case as may be permitted under N.C.G.S. § 7A-45.4.

SO ORDERED, this the 22nd day of January, 2026.

/s/ Michael L. Robinson

Michael L. Robinson
Chief Business Court Judge