

Circuit Court for Montgomery County
Case No. C-15-CV-23-003013

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 415

September Term, 2025

YONI NASI

v.

SOLON PHILLIPS, ET AL.

Graeff,
Kehoe, S.
Wright, Alexander, Jr.
(Senior Judge, Specially Assigned)

JJ.

Opinion by Graeff, J.

Filed: March 19, 2026

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for persuasive value only if the citation conforms to Md. Rule 1-104(a)(2)(B).

Yoni Nasi (“Mr. Nasi”), appellant, filed suit against Solon Phillips and Remus Enterprises, 1 LLC (“Remus” or “the LLC”), appellees, in the Circuit Court for Montgomery County.¹ The complaint alleged, among other things, breach of fiduciary duty due to Mr. Phillips’ and Remus’ failure to provide Mr. Nasi information owed to members of Remus, as well as Mr. Phillips’ intent to sell property while claiming that Mr. Nasi was not a member of Remus. Mr. Phillips filed a counterclaim, seeking a declaratory judgment that Mr. Nasi was not an owner or member of Remus, and even if he had been a member at one time, his membership had been terminated. He alleged breach of contract due to Mr. Nasi’s failure to perform according to the agreements signed by the parties.

All parties filed motions for summary judgment. As discussed in more detail, *infra*, with respect to the issues raised on appeal, the court denied Mr. Nasi’s motion, granted Remus’ motion, and granted, in part, and denied, in part, the motion for summary judgment filed by Mr. Phillips, ruling that Mr. Nasi was never an owner or member of Remus. It further ruled that Mr. Nasi breached his contract regarding a vehicle purchase, and damages and other issues would be determined at trial.

On appeal, Mr. Nasi presents the following questions for this Court’s review, which we have rephrased slightly, as follows:

1. Did the circuit court err in granting appellees’ motions for summary judgment where there were genuine disputes of material facts?

¹ Mr. Nasi also sued Remus Enterprises Law Group, John T. Salatti, and the Law Offices of John T. Salatti, Esq. The counts against these co-defendants were subsequently dismissed.

2. Did the circuit court err in awarding a monetary judgment where Mr. Phillips did not have standing to pursue his claim of breach of contract?

For the reasons set forth below, we shall reverse the judgments of the circuit court and remand for further proceedings.

FACTUAL AND PROCEDURAL BACKGROUND²

I.

Events Leading to Litigation

Mr. Nasi is an Israeli citizen and real estate developer, who owns a construction company in Israel. Mr. Nasi wanted to expand his business into the United States. He applied for an E-2 Treaty Visa, a non-immigrant visa that allows citizens from certain countries to enter the United States to invest a substantial amount of capital in a business. To help with the application process, Mr. Nasi used the services of Visa To America, a company specializing in helping clients obtain E-2 Investor visas. Visa to America referred Mr. Nasi to John T. Salatti, who submitted Mr. Nasi's application.³ To meet the visa requirements, Mr. Nasi intended to invest \$150,000 in a business in the United States.

Visa To America assisted Mr. Nasi with establishing his construction company, The Nassi Group, Inc, in the United States. In July 2022, Joseph Barr, the Managing Partner for

² As discussed, *infra*, with respect to the facts at issue in the grant of summary judgment, they must be considered in the light most favorable to the non-moving party. *Myers v. Kayhoe*, 391 Md. 188, 203 (2006).

³ John T. Salatti was a co-defendant, but Mr. Nasi ultimately dropped the claims in which he was implicated.

Visa To America, introduced Mr. Nasi to Mr. Phillips, who owned and operated Remus Enterprises 1, LLC, a real estate company. Mr. Barr, Mr. Phillips, and Mr. Nasi initially discussed Mr. Nasi purchasing a portion of Remus with the intent that Mr. Nasi's company would be a property manager of Remus' business. Mr. Phillips drafted a Purchase of Business Agreement, which proposed the sale of 50% of Remus to Mr. Nasi for \$150,000. According to the agreement, the closing of the purchase would take place on July 28, 2022; the purchase was subject to the warranties made by Mr. Nasi, including that he was a resident of the United States for purposes of the Internal Revenue Code. Mr. Nasi signed the Purchase of Business Agreement on August 10, 2022, but he was not a resident of the United States at that time, and the closing meeting never occurred. Mr. Phillips then informed Mr. Barr and Mr. Nasi that Remus was not for sale.⁴

In October 2022, Mr. Barr, Mr. Phillips, and Mr. Nasi discussed Mr. Phillips selling exclusive rights for Mr. Nasi's company, The Nassi Group, to become the exclusive construction company for Remus. Mr. Phillips drafted the contract between Remus and The Nassi Group, which provided that The Nassi Group would pay "Remus Enterprises \$150,000 for the exclusive right to all of Remus's Construction needs for the next three

⁴ On appeal, there is no dispute between the parties that the Purchase of Business Agreement was not an executed contract. Mr. Phillips never signed the July 2022 Purchase of Business Agreement. In his affidavit, Joseph Barr stated that an employee of Visa To America mistakenly signed Mr. Phillips' name to the July 2022 Purchase of Business Agreement and other documents, unbeknownst to Mr. Phillips and without approval. Bob Babanian, an employee of Visa to America, signed an affidavit, stating that he signed Mr. Phillips' name to all documents concerning the purchase of Remus, without authorization.

years,” and Remus would pay The Nassi Group \$250,000 for each completed construction project. The Nassi Group would provide all materials, labor, and necessary services for each job.

On October 7, 2022, Mr. Phillips signed the exclusive rights contract. The contract in the record, however, is not signed by Mr. Nasi. An affidavit from Quinn V. Breece, the attorney who deposed Mr. Phillips, stated that Mr. Phillips acknowledged that he never saw a signature from Mr. Nasi on the exclusive rights agreement.

Later in October 2022, Mr. Nasi authorized Visa To America to transfer a total of \$150,000 to Remus. In a letter to Mr. Nasi dated October 25, 2022, Mr. Phillips stated that he was confirming that Remus received payment in the amount of \$150,000 “for the exclusive right to perform all construction needs for the next three years.” Mr. Nasi stated at his deposition that he never saw this letter. Mr. Barr stated in an affidavit that Mr. Phillips presented to him and Mr. Nasi an exclusive rights contract, and after Visa to America submitted \$150,000 on behalf of Mr. Nasi. Mr. Phillips then emailed the company showing a receipt of \$150,000, “thus ratifying the contract.” Mr. Barr sent Remus’ receipt of the \$150,000 payment to the United States Citizenship and Immigration Services (“USCIS”).⁵

⁵ Mr. Barr stated that Visa To America also submitted the Purchase Agreement, which was mistakenly signed by an employee without authorization from Mr. Phillips.

He stated that “Mr. Nasi’s company was incorporated to be a real estate construction company partnering with Remus 1, not to own Remus 1.”⁶

On November 28, 2022, Mr. Phillips and Mr. Nasi signed an Operating Agreement of Remus, each as “member.” The Operating Agreement stated that Mr. Phillips contributed \$5,000,000 in cash, sweat equity, and real estate and Mr. Nasi contributed \$150,000. The Operating Agreement provided that Mr. Phillips was 70% owner and Mr. Nasi was 30% owner of Remus.⁷

On December 20, 2022, Mr. Phillips, on behalf of Remus, as the client, and Mr. Nasi, on behalf of The Nassi Group, as the contractor, signed an Independent Contractor Agreement for a renovation on 6819 8th Street (“8th Street Property”) in Northwest Washington, D.C. The agreement stated that Remus would pay The Nassi Group \$250,000 for the completed project.

On January 5, 2023, Mr. Phillips, on behalf of Remus, as the client, and Mr. Nasi, on behalf of The Nassi Group, as the contractor, signed an Independent Contractor Agreement for a renovation on 3308 16th Street (the “16th Street Property”) in Northwest Washington, D.C. The agreement stated that the contractor would perform rehabilitation

⁶ Although Mr. Barr stated in his affidavit that the \$150,000 transfer was for the exclusive rights contract, Mr. Nasi stated in his motion for summary judgment that the \$150,000 transfer was in connection with the Purchase of Business Agreement. At oral argument in this Court, Mr. Nasi’s counsel stated that the \$150,000 was in connection with the later signed Operating Agreement.

⁷ Remus and Mr. Phillips alleged that Mr. Nasi did not become a member of Remus based on the Operating Agreement because Mr. Nasi failed to make the required \$150,000 contribution.

work on the 16th Street Property, and Remus would pay The Nassi Group \$250,000 for the completed project.

On January 15, 2023, Mr. Phillips and Mr. Nasi, as members of Remus, signed an Addendum To Operating Agreement (“Addendum”). The Addendum contained the following provisions:

1. Yoni Nasi acknowledges that his purchase into the Company is for the sole purpose of future real estate investment opportunities.
2. Yoni Nasi acknowledges that he has no interest in any of the Company’s holdings prior to him becoming a Member of the Company, November 28, 2022.
3. Yoni Nasi acknowledges that he has no interest in any of the properties purchased by the Company to which he has not invested any of his personal funds.
4. Yoni Nasi acknowledges that he only has interest in properties in which he invests his personal funds.
5. Yoni Nasi acknowledges that for properties in which he has an interest, he will be an active participant in the renovations process concerning the invested property, which includes:
 - (a) visiting the construction site on a weekly basis, communicating with all contractors,
 - (b) communicating with all interior decorators,
 - (c) attending all Company meetings regarding the property, and
 - (d) communicating with all real estate investments.
6. Yoni Nasi acknowledges that the Company holds a 2023 Hyundai Tucson, VIN No. 5NMJFCAEXPH165093 (“the Vehicle”), for the sole purpose and use of Mr. Nasi and that this Vehicle is not the property of the Company, but of Mr. Nasi. Mr. Nasi further accepts responsibility for the payments and upkeep of his vehicle. Mr. Nasi also acknowledges and agrees that he will pay off the Note of the vehicle within six months of this Addendum and transfer the title to his name.

7. Yoni Nasi acknowledges that he will make monthly deposits [of] \$749.85 by the 15th of each month into the Company account to cover the Vehicle Note held by TD Auto Finance. Mr. Nasi further acknowledges that he will deposit \$140 a month into the Company account to cover the insurance for the Vehicle, as he is the only individual driving and possessing the Vehicle.
8. Yoni Nasi acknowledges that if he fails to make the monthly payments of \$749.85, it will negatively affect the Company's credit rating. Mr. Nasi acknowledges that failure to make a monthly payment will result in him forfeiting the Vehicle and paying the balance of the Note from either his interest held in the Company or his personal bank account.

Mr. Phillips and Mr. Nasi each signed the agreement as "Member."

In May 2023, Mr. Nasi left the United States and returned to Israel without informing Mr. Phillips or anyone else at Remus. Before leaving, Mr. Nasi returned the Hyundai vehicle to Mr. Phillips. Beginning in July 2023, Mr. Nasi stopped paying the mortgage on the 16th Street property. On July 17, 2023, Mr. Nasi's attorney reached out to Mr. Phillips to request Remus' business records, pursuant to the Operating Agreement. Mr. Phillips responded: "I am far too busy to play this game. File something in D.C. and we can talk. Other than that, I'm not playing this."

On July 18, 2023, Mr. Phillips sent Mr. Nasi an Involuntary Withdrawal Letter, stating as follows:

Yesterday, July 17, 2023, I received several emails from third parties claiming that they "represent" you in matters concerning the Company. These individuals have asked for documentation that is privy to the business and the business only. Under the Forbidden Acts portion of the Operating Agreement, paragraph 61, it reads "No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company."

You have violated this section of the Operating Agreement.

The Operating Agreement also demands you attend meetings, *inter alia*, that you have not done. You have chosen to leave the country without providing any notice to the Company. All of these acts are in violation of the Company and the Operating Agreement.

For these blatant violations, your membership is being terminated effective immediately. You have involuntarily withdrawn yourself from the company and you are now a dissociated member.

The remaining members have elected to purchase your interest. You will be provided with the purchase price and method and schedule of payment to be determined as set out in the Valuation of Interest section of the Agreement, which shall be based on the fair market value appraisal of the 16th Street Property (less liabilities) and the 2023 Hyundai (less liabilities).

Mr. Phillips subsequently stated in an affidavit that he sent the termination letter because Mr. Nasi committed company violations, including involving third parties and leaving the country and never returning.

II.

Proceedings in the Circuit Court

On August 4, 2023, Mr. Nasi filed a complaint in the Circuit Court for Montgomery County against, among others, Remus and Mr. Phillips. In Count I, Mr. Nasi sought a declaratory judgment that, under the terms of the Operating Agreement, he was one of two members of Remus, and Mr. Phillips breached his fiduciary duties by, among other things, failing to produce Remus' financial account information and attempting to terminate Mr. Nasi's membership in Remus in response to Mr. Nasi's request for information. Alternatively, he sought a declaration that, if his interest in Remus was being terminated, the value of his interest must be based on all the assets of Remus, and if Remus sold the property on 16th Street, the LLC was required to pay him 70% of the profits. The complaint

also raised counts of fraud, constructive fraud, and breach of fiduciary duty.⁸ Finally, Count V requested preliminary injunctive relief, alleging that Mr. Phillips' efforts to preclude Mr. Nasi from obtaining information about the LLC suggested that Mr. Phillips intended to sell the 16th Street Property, while claiming that Mr. Nasi was no longer a member of the LLC, which would inequitably benefit Remus and cause Mr. Nasi to suffer irreparable injury. Mr. Nasi requested the court to issue a preliminary injunction enjoining Remus and Mr. Phillips from selling the 16th Street Property.

On February 21, 2024, Mr. Phillips filed a counterclaim. In Count I, breach of contract, Mr. Phillips alleged that Mr. Nasi breached three contracts by failing to: (1) perform and pay the mortgage on the 16th Street Property; (2) pay the note and insurance for a Hyundai, for which Mr. Nasi agreed to take responsibility; and (3) be the exclusive contractor for Remus. Count II requested a declaratory judgment stating that Mr. Nasi had no ownership right in Remus because the Purchase Agreement drafted by the parties was null and void for various reasons, including that Remus never signed the agreement, and it required Mr. Nasi to be a U.S. resident, which he was not. The counterclaim also requested a declaration that Mr. Nasi was not a member of Remus, and even if he had been at one time, his membership was effectively terminated by a letter dated July 17, 2023. The counterclaim also asked for a declaration that Mr. Nasi had no interest in the 16th Street Property and had no right to its proceeds.

⁸ Mr. Nasi subsequently stated that he would not be moving forward with Count II (Fraud) and III (Constructive Fraud).

On March 25, 2024, Mr. Phillips filed a motion for summary judgment with respect to Mr. Nasi's complaint. The motion stated that Mr. Nasi "failed to allege any facts that, if taken as true, demonstrate (1) that he purchased Remus [], (2) that he is or ever was an active member of Remus [], and (3) that he was defrauded by Mr. Phillips or any of the named defendants of this case." Although Mr. Nasi was, at one time, a silent member of Remus, his membership was terminated when Mr. Nasi abandoned the 16th Street Project.

On April 11, 2024, Mr. Nasi filed an opposition to Mr. Phillips's motion for summary judgment and his own cross-motion for summary judgment. Mr. Nasi argued that Mr. Phillips' motion for summary judgment should be denied because, among other reasons, there were disputes of material facts, including whether the Purchase of Business Agreement was void, whether he agreed to act as the exclusive contractor for Remus, whether the \$150,000 he paid was for that purpose, and whether he was a member of Remus.⁹ Mr. Nasi submitted an affidavit by Quinn V. Breece, the attorney who deposed Mr. Phillips. The affidavit stated that, although Mr. Breece did not know whether Mr. Nasi signed an "Exclusive Rights" agreement, he knew that Mr. Phillips and Mr. Nasi agreed that Mr. Phillips never received any signed agreement from Mr. Nasi in this regard, and both agreed that no one had seen any signed agreement regarding exclusive rights.

On May 20, 2024, the circuit court denied Mr. Phillips' motion for summary judgment, without explanation. As explained, *infra*, however, the court subsequently

⁹ At oral argument, counsel for Mr. Nasi conceded that Mr. Phillips did not sign the Purchasing Agreement and that contract was never executed.

granted summary judgment in favor of Mr. Phillips and Remus on, among other things, the breach of fiduciary duty count.

On July 16, 2024, Remus filed a motion for summary judgment, attaching 27 exhibits and affidavits. Remus alleged that the undisputed material facts showed that Mr. Nasi did not purchase Remus, and therefore, all cause of actions involving ownership must be dismissed. The motion alleged that the other counts also must be dismissed because there was no dispute that Mr. Nasi was not a member of Remus. Mr. Nasi became a silent member because he was interested in making investments for himself through Remus, but this silent membership was terminated because he violated the operating agreement when he abandoned the 16th Street project, his lease, and his vehicle.

On July 21, 2024, Mr. Phillips filed a motion for summary judgment on his counterclaim, with a supporting affidavit and ten exhibits, alleging that Mr. Nasi failed to perform on agreements when he abandoned the projects that they were working on together and never fulfilled his duties. On July 30, 2024, Mr. Nasi filed a motion for summary judgment on Mr. Phillips' counterclaim, alleging that Mr. Phillips had no standing to bring personal claims for breach of contract on behalf of Remus.

On July 31, 2024, Mr. Nasi filed a motion for summary judgment on the claims in his complaint, alleging that there was "no dispute that Mr. Phillips drafted an Operating Agreement for Remus Enterprises, 1 LLC that made Mr. Nasi a member, and [Mr. Phillips] represented to Mr. Nasi that Mr. Nasi's previous payment of \$150,000 was being applied

toward his purchase of the membership.”¹⁰ Mr. Nasi alleged that he was entitled to damages of \$150,000 because Mr. Phillips dissolved Remus before Mr. Nasi could enjoy any of the benefits of his membership. Mr. Nasi stated that, if the profit-sharing agreement was void, he was entitled to damages of \$125,000, which he paid toward the purchase of the 16th Street Property.

A.

Motion for Summary Judgment Hearing

On October 28, 2024, the circuit court held a hearing on the motions for summary judgment filed by Remus, Mr. Phillips, and Mr. Nasi. The court heard from Mr. Phillips, who appeared unrepresented,¹¹ and Remus; Mr. Nasi was not present.

Mr. Phillips stated that he and Mr. Nasi initially discussed a purchase agreement where Mr. Nasi would pay \$150,000 to buy into Remus to be a project manager of the company, but they realized that would not work, and Mr. Phillips never signed the agreement. They then agreed for Mr. Nasi to pay \$150,00 for exclusive rights to be Remus’ contractor for three years. There were contracts for two properties that Remus purchased, and Mr. Nasi was supposed to do the rehabilitation work. Mr. Nasi wanted to start investing, but he could not because he was not a U.S. citizen, so Mr. Phillips said that Mr.

¹⁰ As indicated, Remus stated that the \$150,000 payment was for the exclusive construction rights, and Mr. Nasi did not make the initial contribution of a separate \$150,000 as required by the Operating Agreement.

¹¹ Mr. Phillips stated that he was a member of the bar of Washington, D.C., but not Maryland.

Nasi could be a silent partner with Remus, where Mr. Nasi would put up the money for a property. Once the property was sold, Mr. Nasi would get 70% of the proceeds, and Mr. Phillips would get 30%. Mr. Nasi paid the down payment for the 16th Street Property, and they agreed that he would pay the mortgage and oversee the project, and when the property was sold, Mr. Nasi would get 70% of the profits. In May 2023, Mr. Nasi disappeared and stopped paying the mortgage and payments on a car that he had agreed to pay. In July 2023, Mr. Phillips sent Mr. Nasi a termination letter, saying that his membership in Remus was cancelled because Mr. Phillips was having to pay for the house and get a property manager to finish the property. In August 2023, Mr. Nasi filed suit claiming to be an owner of all properties Remus had ever owned.

With respect to the car, Mr. Phillips stated that, in January, something “didn’t sit right” with him, so he

drafted up an agreement that spelled out everything, that [Mr. Nasi] recognized that this car was his car and that he was paying for it and that he would pay for it when the E-2 Visa went through, that even though we had an operating agreement, he acknowledged that he didn’t own any properties and he would only have an interest in the properties that he himself invested in, and if he didn’t invest, there was no interest.

In addressing what claims he had standing to address individually, Mr. Phillips initially stated that he was seeking an order granting summary judgment on his breach of contract claim against Mr. Nasi regarding payment of the car, stating that it was undisputed that Mr. Nasi stopped making the car payments. He also was seeking summary judgment with respect to Mr. Nasi’s complaint against him individually.

With respect to whether Mr. Nasi could prevail on a preliminary injunction against Mr. Phillips personally, the court asked who owned the 16th Street Property. Mr. Phillips said the company owned it, but he “cancelled” the company, so he was “selling the property on behalf of the company by [him]self.” After further discussion, however, Mr. Phillips said that, because he was not the owner of the property, he could not be enjoined from selling it. The court then indicated that Mr. Phillips had standing personally to seek declaratory relief on the issue whether Mr. Nasi was an owner or member of either the 16th Street Property or Remus.

Counsel for Remus noted that the LLC was named in Counts I (declaratory relief), IV (breach of fiduciary duty), and V (request for preliminary injunctive relief). Remus argued that the Purchase of Business agreement never came to fruition, and Mr. Nasi violated almost every term of the amended Operating Agreement by failing to perform and leaving the country. Remus asserted that the \$150,000 Mr. Nasi paid should stay with the LLC because Mr. Nasi defaulted on the addendum.

The court then issued its ruling. With respect to Mr. Phillips’ motion for summary judgment on his counterclaim, the court initially said that it would address only the claim of breach of contract. With respect to that claim, the court granted summary judgment as to liability, with damages to be determined at trial. The court then stated that it was not convinced that Mr. Phillips could bring a claim for breach of contract as to the 16th Street Property mortgage, and that was a claim for the company to bring. The court stated that, although it was undisputed that Mr. Nasi signed the contract to be the exclusive contractor

for Remus, and he did not do the work, Remus had not filed for summary judgment on that issue, so the issue remained pending for a decision at trial.

With respect to appellees' motions for summary judgment on Mr. Nasi's request for declaratory relief, the court found that there was no evidence to support Mr. Nasi's claim that he was ever a member of Remus. Although "the idea was discussed," the purchase agreement was never performed. There was an agreement that was "apparently signed" regarding the right of Mr. Nasi's company to be the exclusive construction company for Remus for three years, which the court found helped Mr. Nasi with his visa status. The court found that Mr. Phillips agreed to let Mr. Nasi become a "silent member," but this did not give Mr. Nasi ownership rights in Remus or any interest in Remus' properties. It gave Mr. Nasi only an interest in profits, which Mr. Nasi acknowledged as his status, when he agreed that he did not have any ownership interest in any property in which he did not invest. The court continued its ruling, stating:

There was apparently a silent partnership agreement signed. There was also a contract to purchase realty, 3308 16th Street Northwest. That was also signed, but Nasi was not the purchaser of that property. If he had been, then pursuant to his own acknowledgment that he mentioned, he would have had an interest in the property in which he personally invested. But he admits he was not the owner of that property. Mr. Phillips signed the purchase papers as sole member. And it's undisputed that the plaintiff abandoned the project. He was supposed to provide 100 percent of the -- pay 100 percent of the expenses to complete the project.

That was a precondition to him receiving any profit from the project, and the [c]ourt finds that he has abandoned it. And upon abandoning the project and leaving for Israel, the [c]ourt finds that his silent membership was terminated.

He violated the terms of the operating agreement because removal is permitted. If a party breaches his fiduciary duties to the company, which he

did, and the [c]ourt finds that, and it finds that he was validly terminated in terms of his silent membership.

So to the extent that Nasi seeks to be declared as an owner of Remus, the [c]ourt says he is not. Without a signed agreement that was fulfilled by him, he is not an owner.

He didn't close on the purchase agreement to be the owner and didn't sign it. And he did not make the initial \$150,000 contribution as a precondition to becoming the owner. Although he says he did, that was not what the \$150,000 was for. He was not a citizen of the United States, which was required in order for him to become a member, and he actually, as I mentioned, agrees that he was never an owner, so that any -- to the extent there was any agreement about that, it became null and void when the provisions therein setting forth his obligations were not met.

The \$150,000 payment does not appear, at least from what I read, that it was made by him. Instead, it was made by a company, his company or another company, and it was made pursuant to a separate agreement that was not pertaining to the purchase of any ownership interest in Remus 1. But I think that payment was rather made in connection with the right to be the exclusive contractor for construction of Remus 1 projects for three years.

The court granted summary judgment in favor of Remus and Mr. Phillips on Counts I (declaratory relief), IV (breach of fiduciary duty), and V (injunctive relief).¹²

On November 18, 2024, Mr. Nasi filed a motion to alter or amend judgment, alleging that there were material facts in dispute that made entry of summary judgment inappropriate. Mr. Nasi highlighted that Mr. Phillips admitted in his opposition to a motion for attorney fees, filed on September 4, 2023, that Mr. Nasi was a member, stating: "Remus 1 credited the \$150,000 Mr. Nasi paid for the exclusive right to be the construction

¹² With respect Mr. Nasi's motion for summary judgment on his own complaint, the court stated that the motion was filed after the deadline for filing dispositive motions. Accordingly, the motion was stricken and not considered on the merits. The court stated, however, that even if it had been considered, the court's ruling on the issue whether Mr. Nasi was a member of Remus would dispose of his contention in that regard.

company on all future projects, and used this to allow Mr. Nasi to become an active member with Remus 1.” Mr. Nasi argued that there was a dispute of fact whether he owed an obligation to Mr. Phillips personally for the “company” vehicle. The court denied Mr. Nasi’s motion to alter or amend judgment.

B.

Trial

On February 18, 2025, further proceedings ensued on Mr. Phillips’ counterclaim. Mr. Phillips stated that the issues for trial included breach of contract regarding the 16th Street Property and the car.¹³ He stated that damages for nonpayment of the mortgage was \$179,039.36, damages for construction work needed to be done on the property was \$278,400.00, and damages for breach of the contract regarding the Hyundai was \$27,272.16.

Mr. Nasi argued that Mr. Phillips’ claimed damages belonged to the LLC, which was not present at the trial. He argued that Mr. Phillips did not have standing to assert these damages. Counsel argued that there was no agreement to pay any mortgage, there was no exclusive rights contract, and the contract regarding the car was with Remus.

Mr. Phillips then testified. With respect to the vehicle, he testified that, at the time of the hearing, the car loan remaining balance was \$31,475.76, and the Kelley Blue Book value of the car was \$22,000.00, leaving \$9,475.76. Mr. Phillips testified that he made 20

¹³ Mr. Phillips presented evidence regarding damages on another property, but the court found that the claim related to that property was not sufficiently pled. No argument regarding that property is made on appeal.

monthly payments of \$749.85 on the car note, plus 20 monthly payments of \$140 for insurance, resulting in total damages of \$27,272.76. This was the amount he paid for the car note and insurance, plus the difference in value of the car loan and Kelley Blue Book value.

Mr. Phillips then presented evidence on damages incurred from the breach of contract for the 16th Street mortgage payment. Because that is not an issue on appeal, we will not discuss that further.

On March 10, 2025, the court issued its ruling. It stated that, in ruling on the summary judgment motions, the court found that Mr. Nasi was not an owner or member of Remus, he had made no financial contributions toward a membership interest in Remus, that the \$150,00 paid was for an exclusive rights agreement, and Mr. Nasi breached his contract with Mr. Phillips with respect to car payments. Thus, the issues left for trial were: (1) the damages sustained with respect to the car; and (2) liability and damages for the 16th Street Property. The court found against Mr. Phillips with respect to the 16th Street Property on various grounds, including that the contract was made with Remus, not Mr. Phillips, and therefore, Mr. Phillips did not have standing to sue. It further noted that the company was not in good standing and did not have the capacity to sue.

With respect to damages relating to the car, the court awarded damages in the amount of \$21,757.84.¹⁴ All other claims and damages were denied.

¹⁴ Because the amount awarded is not challenged on appeal, we have not set forth the court's analysis in that regard.

This appeal followed.

DISCUSSION

Mr. Nasi contends that the court erred in granting summary judgment against him on his complaint and in finding liability on Mr. Phillips' counterclaim regarding the vehicle. He argues that summary judgment was improper because the record demonstrates a genuine dispute of material facts regarding "the existence and scope of [his] membership interest in Remus" and "the conduct of the parties related thereto."

Appellees disagree. They argue that Mr. Nasi failed to articulate any factual disputes or produce any evidence to oppose appellees' facts, which were supported by its 27 exhibits and affidavits.

A court's grant of summary judgment is subject to *de novo* review. *Myers v. Kayhoe*, 391 Md. 188, 203 (2006). Maryland Rule 2-501, governing motions for summary judgment, provides that a circuit court "shall enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law." Md. Rule 2-501(f). "A material fact is a fact the resolution of which will somehow affect the outcome of the case." *Matthews v. Howell*, 359 Md. 152, 161 (2000) (quoting *King v. Bankerd*, 303 Md. 98, 111 (1985)).

In reviewing a grant of summary judgment, we "independently review the record" in the light most favorable to the non-moving party "to determine whether the parties properly generated a dispute of material fact." *Myers*, 391 Md. at 203. To defeat a motion

for summary judgment, the non-moving party “must submit some evidence in which the jury could reasonably find for the [non-moving party].” *Danielewicz v. Arnold*, 137 Md. App. 601, 612, *cert. denied*, 365 Md. 65 (2001).

Mr. Nasi contends that there were several disputes of material facts, including whether he was a member of Remus, what the \$150,000 payment was for, and whether the contract for the vehicle was with Mr. Phillips or the company. We agree.

“In determining whether a genuine dispute of material fact exists,” we examine “the pleadings, admissions, and affidavits, etc., . . . resolving all inferences to be drawn therefrom against the moving party.” *Gross v. Sussex Inc.*, 332 Md. 247, 256 (1993). “Summary judgment is not a substitute for trial . . . Evidentiary matters, credibility issues, and material facts which are in dispute cannot properly be disposed of by summary judgment.” *Boland v. Boland*, 423 Md. 296, 366 (2011) (quoting *Frederick Rd. Ltd. P’ship v. Brown & Sturm*, 360 Md. 76, 93 (2000)).

In Mr. Nasi’s complaint, he alleged that, pursuant to the Operating Agreement, he was a member of Remus, and he sought, as relevant to this appeal, a declaration of his rights in the LLC and his entitlements to share in its profits. The court granted summary judgment in favor of appellees based on its findings, among other things, that Mr. Nasi was never an owner or member of Remus, and he made no financial contribution toward a membership interest in Remus. The court found that the \$150,000 Mr. Nasi paid was not for an ownership interest in Remus, but for the exclusive right to be the sole contractor for Remus.

Based upon our review of the record, however, there were disputes of material fact regarding whether Mr. Nasi was a member of Remus and whether the \$150,000 he paid was pursuant to the Operating Agreement or an agreement to be an exclusive contractor for Remus. With respect to the governing agreement, there initially was a dispute whether the Purchase Agreement controlled, but the parties ultimately agreed that it was never executed.¹⁵ Remus claimed that the parties executed an exclusive rights contract on October 7, 2022, which was secured with a payment of \$150,000. In support, they attached a letter to Mr. Nasi dated October 25, 2022, which stated that the \$150,000 was for the exclusive right contract. The circuit court relied on this claim, stating that the parties “apparently signed” an agreement for Mr. Nasi’s company to be the exclusive construction company for Remus, and the \$150,000 was made in connection with that agreement.

The evidence presented, however, indicated that Mr. Nasi never signed the exclusive rights agreement. Mr. Nasi stated that in his deposition that he never saw the October 25, 2022 letter stating that the payment was for the exclusive rights contract, and

¹⁵ The Purchase Agreement was not finalized because Mr. Phillips did not sign the agreement and none of the provisions were satisfied. In his deposition, Mr. Nasi agreed that Mr. Phillips did not sign the agreement and that certain provisions of the agreement were not satisfied.

Mr. Nasi alleged that the \$150,000 payment he made to Remus was pursuant to a separate agreement, the Operating Agreement, which listed him as a member of Remus. ¹⁶

Given the evidence here, we agree with Mr. Nasi that there were material facts in dispute regarding the relevant contracts at issue in this case, whether, pursuant to the Operating Agreement, Mr. Nasi was a member of Remus, and what, if any, remedies Mr. Nasi had. The circuit court erred in granting summary judgment to appellees with respect to Mr. Nasi's complaint against them.

We turn next to the court's grant of summary judgment in favor of Mr. Phillips with respect to Mr. Nasi's liability for breach of contract with respect to the vehicle. Mr. Nasi contends that the circuit court erred in granting summary judgment, and ultimately a monetary judgment, on Mr. Phillips' counterclaim because the record did not establish that Mr. Phillips had standing to assert a claim with respect to the vehicle. Mr. Phillips contends that he was a party to the agreement, and as such, he had standing to enforce the agreement.

¹⁶ In his motion to alter or amend; filed after the grant of summary judgment, Mr. Nasi noted that, in an opposition to a request for attorney's fees filed September 4, 2023, Mr. Phillips stated the following:

First, Remus 1 credited the \$150,000 Mr. Nasi paid for the exclusive right to be the construction company on all future projects, and used this to allow Mr. Nasi to become an active member with Remus 1. This allowed Mr. Nasi to immediately become a member of Remus 1 and immediately begin investing with Remus 1.

The operating agreement between Remus 1 and Mr. Nasi that **allowed Mr. Nasi to become a member** came with strict provisions, however.

Mr. Phillips also stated that, **"Mr. Nasi was an active member of Remus 1, but as with all memberships, Mr. Nasi had to actively do certain things to keep his membership in good standing."**

Maryland Rule 2-201 requires that “[e]very action shall be prosecuted in the name of the real party in interest.” To bring a judicial action, a plaintiff must have standing. *Long Green Valley Ass’n v. Bellevalle Farms, Inc.*, 432 Md. 292, 313 (2013). Standing is considered a threshold issue in which a party may only proceed if they can demonstrate a real and justiciable interest that can be resolved by litigation. *Patel v. Bd. of License Comm’rs for Somerset Cnty.*, 230 Md. App. 195, 205 (2016). “[S]tanding is based on a legal interest ‘such as “one of property,” one arising out of a contract, one protected against tortious invasion, or one founded on a statute which confers a privilege.’” *Long Green Valley Ass’n*, 432 Md. at 313 (quoting *Comm. for Responsible Dev. on 25th St. v. Mayor & City Council*, 137 Md. App. 60, 72 (2001)). “Generally, only parties to a contract or third-party intended beneficiaries have standing to challenge the validity or application of a contract.” *Precision Small Engines, Inc. v. City of College Park*, 457 Md. 573, 587-88 (2018). A third-party beneficiary is someone who the contract was intended to benefit, and the parties clearly intended for that person to benefit and be privy to the promise. *120 West Fayette St., LLLP v. Mayor of Balt.*, 426 Md. 14, 36 (2012).

Under Section 4A-302 of the Corporations and Associations Article,

A member of a limited liability company is not a proper party to a proceeding by or against a limited liability company, solely by reason of being a member of a limited company, except:

- (1) Where the object of the proceeding is to enforce a member’s right against or liability to the limited liability company.

Md. Code Ann., Corps. & Ass’ns (“CA”) § 4A-302 (2025 Repl. Vol.). In this case, Mr. Phillips is not seeking to enforce his right against or liability to Remus.

With respect to the vehicle, it appears that the January 15, 2023 Addendum to the Operating Agreement of Remus is the controlling agreement.¹⁷ In that agreement, Mr. Phillips and Mr. Nasi, as members of Remus, agreed that “the Company” held the vehicle for Mr. Nasi’s use, but it was Mr. Nasi’s vehicle, and Mr. Nasi agreed to make monthly payments to the company account to cover the amount of the loan and insurance until he transferred the title to his name. The agreement stated, and Mr. Nasi agreed, that if he failed to make the monthly payments, it would negatively affect “the Company’s” credit rating, and the balance of the vehicle could come from his interest held in “the Company.”

In granting summary judgment on the issue of liability on this breach of contract counterclaim, the court stated that Mr. Nasi had not filed any opposition to the motion. Mr. Nasi, however, filed his own motion for summary judgment, asserting that he was entitled to judgment on the counterclaim because, among other reasons: (1) the duty owed was to the company and Mr. Phillips did not have standing to bring a claim on behalf of the LLC; and (2) the LLC had been dissolved and a “dissolved LLC does not have the capacity to sue for claims arising after dissolution.” The court did not address these claims when granting summary judgment with respect to the vehicle.

Here, Mr. Nasi contends that Mr. Phillips did not have standing to bring a claim for breach of the Addendum regarding car payments because he and Mr. Phillips signed the

¹⁷ Mr. Phillips stated at the hearing on the motion for summary judgment that the agreement regarding the car was separate from the “silent member” agreement. The separate agreement appears to be the Addendum, as Mr. Phillips stated in his deposition that the parties put their agreement regarding the vehicle in writing in “an addendum.”

Addendum as members of Remus, and the Addendum stated that Remus held title, payments would be made to Remus, and nonpayment would negatively affect Remus. Thus, he asserts, the property party for this claim is the LLC, not Mr. Phillips.¹⁸

Mr. Phillips acknowledged in his deposition that the vehicle was purchased in the LLC's name and he used the LLC's Employer Identification Number (EIN). In his counterclaim, Mr. Phillips stated that "Remus 1 purchased" the vehicle, and he was bringing the counterclaim "as trustee." Nevertheless, at his deposition and on appeal, he asserted that he personally guaranteed the car loan and made the payments after Mr. Nasi defaulted on the agreement.¹⁹

Ordinarily, we review a grant of summary judgment only on the grounds relied upon by the circuit court. *USA Cartage Leasing, LLC v. Baer*, 202 Md. App. 138, 204 (2011), *aff'd*, 429 Md. 199 (2012). As indicated, the circuit court did not address, with respect to the vehicle, Mr. Nasi's claim that Mr. Phillips did not have standing to bring a claim individually or the argument that the dissolved corporation could not bring a claim. The

¹⁸ The court did state that it was not convinced that Mr. Phillips had standing to bring claim for Mr. Nasi's alleged obligation to pay the 16th Street mortgage, and it denied summary judgment on Mr. Phillips' claims in that regard. It did not explain why Mr. Phillips was entitled to summary judgment on the vehicle but not the mortgage.

¹⁹ It is undisputed that, on July 21, 2023, Mr. Phillips filed Articles of Cancellation terminating the LLC. When an LLC is dissolved, it shall begin winding up on its affairs. Md. Code Ann., Corps. & Ass'ns ("CA") § 4A-902 (2025 Repl. Vol.). Winding up "generally includes paying all debts, obligations and liabilities of the corporation, distributing property and resolving pending suits against the corporation." *Thomas v. Rowhouses, Inc.*, 206 Md. App. 72, 81 (2012). When an LLC whose right to use its name has been forfeited, however, it "cannot file an action in court." *Price v. Upper Chesapeake Health Ventures*, 192 Md. App. 695, 708, *cert. denied*, 415 Md. 609 (2010).

granting of partial summary judgment in Mr. Phillips' favor, without addressing these issues, was erroneous.

**JUDGMENTS OF THE CIRCUIT COURT
FOR MONTGOMERY COUNTY
REVERSED. COSTS TO BE PAID BY
APPELLEES.**