

Circuit Court for Montgomery County  
Case No. 412593-V

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 1754

September Term, 2016

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YUFENG ZHAO, et al.

v.

JIAN LIU, et al.

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Fader, C.J.,  
Shaw Geter,  
Eyler, James R.  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Eyler, James R., J.

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Filed: June 24, 2019

\*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Jian Liu and Amadues Development, LLC (Amadues), appellees, filed a complaint in the Circuit Court for Montgomery County against Yufeng Zhao and Yue Wang, appellants, alleging in part that Mr. Liu had been wrongfully expelled from Amadues and was prevented from exercising his right to purchase a parcel of real estate. The case was tried in August 2016. A judgment was entered in favor of appellees. This appeal followed. We shall dismiss the appeal on the ground that it is moot as a result of our decision in a related case, *Liu, et al. v. Wang, et al.*, No. 463, September Term, 2018.

### **Factual and Procedural Background**

We shall reproduce, in part, the background information that is set forth in the related case.

Amadues was created to purchase and develop real property known as Hidden Hills Subdivision (Hidden Hills). Amadues had three general members, Messrs. Liu, Zhao, and Wang. It had ten limited members, including Messrs. Zhao and Wang.

On August 1, 2015, Messrs. Zhao and Wang “expelled” Mr. Liu from Amadues. Mr. Liu and Amadues sued Messrs. Zhao and Wang in circuit court, alleging that Mr. Liu had been wrongfully expelled and also was prohibited from exercising his alleged right to purchase a lot in Hidden Hills. *Liu, et al. v. Zhao, et al.*, No. 412593-V, Circuit Court for Montgomery County (expulsion litigation) [this appeal]. He sought a ruling that his expulsion was improper and that he had the right to purchase a lot pursuant to the terms of Amadues’ operating agreement.

The expulsion litigation was tried in August 2016. On September 15, 2016, the court entered judgment in favor of Mr. Liu and ordered that he remain a general member in Amadues and that he had the right to participate in the management of its affairs. Messrs. Zhao and Wang noted an appeal to this Court. This case is pending in this Court as *Zhao, et al. v. Liu, et al.*, No. 1754, September Term, 2016. As a result of the decision in this case, we will file an opinion in that case, expressing our conclusion that it is moot.

Hollow Creek was created to purchase real property located at 1851 Ninth Street, N.W., Washington, D.C. Hollow Creek had four “Class A” members, Messrs. Liu, Zhao, Wang, and Li. On August 1, 2015, Messrs. Zhao, Wang, and Li “expelled” Mr. Liu from Hollow Creek.

In November 2016, the parties, represented by counsel, discussed settlement of all disputes related to Amadues and Hollow Creek. The discussions were fruitful and the Letter of Intent was prepared to document the oral agreement. According to Mr. Liu, on November 18, 2016, he received a copy of the Letter of Intent marked “Draft.” On the same date, he received a clean copy that bore the signatures of other participants in the settlement discussions. Mr. Liu signed the signature page marked “Draft.” He did not sign the signature page on the clean version.

In essence, the terms of the settlement were that Mr. Liu would purchase other membership interests in Amadues for \$730,000, with 5% paid in escrow pending closing of the purchase. The parties agreed on mutual releases, the dismissal of the expulsion litigation, and the handling of fees and expenses incurred in that litigation. They also agreed on other provisions relating to the ongoing operations of Amadues.

The Letter of Intent expressly contemplated a later Settlement Agreement. The Letter of Intent “sets forth all material terms” and states that the parties executed it “with the intent to be bound hereby and the intent to be bound by a separate Settlement Agreement memorializing these terms.”

On November 21, 2016, counsel for Messrs. Zhao and Wang sent the Settlement Agreement to counsel for the other parties. By December 1, 2016, the Settlement Agreement had been signed by all signatories with the exception of Mr. Liu. On that date, it was forwarded to him for signature. Mr. Liu did not sign it, and on December 20, 2016, this lawsuit was filed.

In the related case, on February 16, 2018, the parties filed cross motions for summary judgment with respect to enforceability of the Letter of Intent and the Settlement Agreement. On March 8, 2018, the court held a hearing. On March 19, 2018, the court granted appellees’ motion for summary judgment and denied appellants’ motion for summary judgment. As noted, we affirmed that judgment.

### **Discussion**

On appeal, appellants challenge the circuit court’s rulings. Specifically, appellants contend that the court erred in ruling that Mr. Liu had not been properly expelled from Amadues and in ruling that Mr. Liu had validly exercised his right to purchase a parcel of land. Our affirmance of the judgment entered in the related case, No. 463, September Term, 2018, validated the mutual releases between the parties and the parties’ agreement to dismiss this appeal with prejudice.

“A case is moot when there is no longer an existing controversy between the parties at the time it is before the court so that the court cannot provide an effective remedy.” *Coburn v. Coburn*, 342 Md. 244, 250, 674 A.2d 951 (1996); *see Hill v. Scartascini*, 134 Md. App. 1, 4, 758 A.2d 1087 (2000). As a general proposition, “appeals which present nothing else for decision are dismissed as a matter of course.” *In re Riddlemoser*, 317 Md. 496, 502, 564 A.2d 812 (1989). This is because any decision as to such an issue would amount to an academic undertaking; appellate courts “do not sit to give opinions on abstract propositions or moot questions.” *Id.* *See generally Board of Physician Quality Assurance v. Levitsky*, 353 Md. 188, 200, 725 A.2d 1027 (1999); *Mercy Hosp., Inc. v. Jackson*, 306 Md. 556, 562, 510 A.2d 562 (1986); *Atty. Gen. v. Anne Arundel Co. Sch. Bus Contractors Ass’n*, 286 Md. 324, 327, 407 A.2d 749 (1979); *Hayman v. St. Martin’s Evangelical Lutheran Church*, 227 Md. 338, 343, 176 A.2d 772 (1962); *Committee for Responsible Development on 25th Street v. Mayor of Baltimore*, 137 Md. App. 60, 69, 767 A.2d 906 (2001); *Wankel v. A & B Contractors, Inc.*, 127 Md. App. 128, 171-72, 732 A.2d 333, *cert. denied*, 356 Md. 496, 740 A.2d 614 (1999).

*Albert S. v. Dep’t of Health & Mental Hygiene*, 166 Md. App. 726, 743-44, (2006).

Because this case is moot, we shall dismiss the appeal.

**APPEAL DISMISSED.  
APPELLANTS TO PAY COSTS.**