IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA19-1092

Filed: 17 November 2020

Mecklenburg County, No. 17 CVS 14721

ROBERT T. GRIBBLE, Plaintiff,

v.

MADCAT ENTERPRISES, INC.; CHRISTOPHER TEAL; and MICHELLE TEAL, Defendants.

Appeal by Defendants Madcat Enterprises, Inc., and Christopher Teal from order entered 5 June 2019 by Judge Donnie Hoover in Mecklenburg County Superior Court. Cross-appeal by Plaintiff from order entered 20 March 2018 by Judge Gregory R. Hayes in Mecklenburg County Superior Court. Heard in the Court of Appeals 26 August 2020.

Ruff Bond Cobb Wade & Bethune, LLP, by Ronald L. Gibson, for Plaintiff-Appellee/Cross-Appellant.

Bray & Long, PLLC, by Charles J. Bridgmon, for Defendants-Appellants/Cross-Appellees Madcat Enterprises, Inc., and Christopher Teal.

No brief filed by Defendant-Appellee/Cross-Appellee Michelle Teal.

INMAN, Judge.

Defendants Madcat Enterprises, Inc. ("Madcat") and Christopher Teal (together with Madcat as "Appellants"),[1] appeal from an order confirming an arbitration award entered against them and Michelle Teal for breach of contract. Plaintiff Robert T. Gribble cross-appeals from an order setting aside a default judgment entered against Madcat. After careful review, we affirm both orders.

I. FACTUAL AND PROCEDURAL HISTORY

In January of 2004, Appellants purchased a car washing and laundromat business from Mr. Gribble and GT Management, LLC ("GT"), a pass-through entity established by Mr. Gribble and his wife for tax purposes. The purchase was secured by two promissory notes (the "Notes") signed by Appellants and Mrs. Teal, with Mr. Teal signing individually and as president of Madcat. Both notes listed Mr. Gribble as "Lender" and omitted any mention of GT. Mr. Gribble—on behalf of himself and GT—and Appellants, as well as Mrs. Teal, also executed an asset purchase agreement (the "Purchase Agreement") contemporaneously with the Notes. The Purchase Agreement contained an arbitration clause. The Purchase Agreement provided that the purchase price was subject to adjustment over time according to a separate "Earnout Agreement" executed by the parties.

The parties modified the Notes and Earnout Agreement several times over the ensuing years.

[1] The record includes no notice of appeal by Michelle Teal.

In August of 2007, the parties agreed to modify one of the Notes, which Mr. Gribble signed individually as lender.

Two months later, in October 2007, the parties executed a modification adjusting the purchase price owed under the Earnout Agreement and identifying both Mr. Gribble and GT as the "Seller Parties." Mr. Gribble signed that modification both in his individual capacity and as manager of GT. The parties also executed a second promissory note modification at that time, but that document listed GT as the only "Lender;" Mr. Gribble signed as managing member of GT.

In April of 2008, the parties engaged in a final round of modifications. In one of two modifications to the Earnout Agreement, GT was listed as the lender and Mr. Gribble signed as its managing member; the other modification to the Earnout Agreement listed Mr. Gribble and GT as "Seller Parties," with Mr. Gribble signing once on their behalf. At that time, the parties also executed a modification to one of the Notes, which listed the Lender as GT; Mr. Gribble signed the modification once as managing member of GT.

Appellants and Mrs. Teal eventually ceased paying on their debts, leading Mr. Gribble to file suit for breach of contract on 10 August 2017. The complaint listed Mr. Gribble as the only plaintiff. Mr. Gribble served Mrs. Teal via certified mail on 15 August 2017 but was unable to effectuate service on Appellants, leading him to pursue substitute service via the Secretary of State pursuant to N.C. Gen. Stat. §

55D-33 (2019). Consistent with that statute, the Secretary of State forwarded the complaint and summons to Madcat at its registered address, but that envelope was returned unclaimed.

Neither Madcat nor Mrs. Teal answered Mr. Gribble's complaint. At Mr. Gribble's request, the clerk entered default against both on 11 October 2017. Mr. Gribble then moved for default judgments, which were entered against Mrs. Teal and Madcat, jointly and severally, in the total amount of $388,572.22 plus interest at seven percent.

Madcat moved to set aside the default judgment entered against it on 1 February 2018 and requested five days from the grant of its motion to file an answer. The trial court later granted the motion and ordered Appellants to file responsive pleadings.[2]

Appellants subsequently filed their answers, both denying "any amount is owed to Plaintiff on either Promissory Note." Among the defenses raised in their answers, Appellants "plead[ed] as a defense each of the applicable sections of the Asset Purchase Agreement, including . . . Article 8.6 (Arbitration)." Their prayers for

[2] Though the order is not found in the record on appeal, it appears from other documents in the record that Mrs. Teal also successfully moved to set aside the default judgment entered against her. Mr. Gribble noticed an appeal from the orders setting aside default judgment against Madcat and Mrs. Teal, but he does not address the latter order in his brief to this Court. Mr. Gribble has thus abandoned his appeal of the order setting aside default judgment against Mrs. Teal. *See* N.C. R. App. P. 28(b)(6) (2020) ("Issues not presented in a party's brief, or in support of which no reason or argument is stated, will be taken as abandoned.").

relief contained coordinate requests to "[c]ompel arbitration as required by the Asset Purchase Agreement."

In July of 2018, Appellants filed a joint motion for judgment on the pleadings or, in the alternative, to compel arbitration. Mr. Gribble and Appellants resolved the motion to arbitrate by entry of a consent order on 3 October 2018. In that consent order, "[t]he Parties agree[d] that this action arises out of a contract between Plaintiff and Defendants which contains an agreement mandating arbitration of all claims, disputes and other matters in question arising out of, or relating to the contract documents." The order referred the case to arbitration and stayed further proceedings in superior court.

In the arbitration, Appellants moved for summary judgment, contending in part that a mediated settlement agreement executed by Mr. Gribble in a divorce action disclosed GT was the owner of the Notes two months prior to Mr. Gribble filing suit against Appellants and Mrs. Teal. The arbitrator denied the motion and the parties proceeded to an arbitration hearing on the merits. After Mr. Gribble testified and introduced documentary evidence showing Appellants' and Mrs. Teal's default on their debts, Appellants began their examination of Mr. Gribble by inquiring into who actually owned the Notes:

> [APPELLANTS' COUNSEL]: You don't own the two notes that are the subject of this lawsuit, do you?
>
> [MR. GRIBBLE]: Yes, I do.

> [APPELLANTS' COUNSEL]: You personally do?
>
> [MR GRIBBLE]: I—I own them—yes, I personally own them.
>
> [APPELLANTS' COUNSEL]: Do you own them or does GT Management own them?
>
> [MR. GRIBBLE]: We're one and the same.
>
> [APPELLANTS' COUNSEL]: You understand that an LLC is a separate and distinct entity from you personally, correct?
>
> [MR. GRIBBLE]: Yes, it's—sometimes acts as an agent in effect, though, but okay.
>
> [APPELLANTS' COUNSEL]: Do you agree with me that they're a separate legal entity?
>
> [MR. GRIBBLE]: It's a legal opinion. I—I don't know.
>
> [APPELLANTS' COUNSEL]: Who did you represent to the court in Florida when you went through your divorce proceedings owned the two notes in this case?
>
> [MR. GRIBBLE]: It would have been GT Management.

Mr. Gribble's counsel then objected to further questioning, to which Appellants' counsel replied, "if GT Management is the proper party[,] [i]f Bob Gribble never has the notes or doesn't own the notes, this court has no subject matter jurisdiction." The arbitrator reserved ruling on the objection; Appellants' counsel then elicited testimony from Mr. Gribble that the Notes were listed as assets of GT on its 2016 federal tax return.

Following Mr. Gribble's testimony, Appellants moved for directed verdict, arguing that "the proper plaintiff would be GT Management, not Robert T. Gribble, who has brought this action[.] . . . So for that, Your Honor, I would move for directed verdict in favor of the defendants in that the improper party was named." Mr. Gribble's counsel argued that "Mr. Gribble is the owner of the LLC. He was a party to these agreements, and the promissory notes clearly permit him to assign those rights. So as the owner of the LLC, he could freely assign it. He is the real party in interest[.]" The arbitrator reserved ruling on the motion for directed verdict and any arbitration award and adjourned the hearing.

The arbitrator issued a written arbitration award (the "Award") on 20 March 2019, awarding Mr. Gribble $453,481.28 jointly and severally against Appellants and Mrs. Teal. The arbitrator found as facts that: (1) GT was a pass-through entity owned solely by Mr. Gribble for tax purposes; (2) Mr. Gribble, and not GT, was named as the Lender on the Notes; and (3) Mr. Gribble, individually and with GT, later agreed to modifications of the Notes, Purchase Agreement, and Earnout Agreement. The arbitrator also made several conclusions of law, including: (1) GT was not a party to the Notes; (2) Mr. Gribble is the real party in interest in the lawsuit; and (3) even if GT Management is a real party in interest, the Notes were made for the benefit of GT and Mr. Gribble individually, meaning he could sue "as a party to the contracts[] for the benefit of GT . . . as well as for his own benefit."

Appellants moved to clarify the Award, requesting that the arbitrator enter further findings of fact and conclusions of law to determine whether Mr. Gribble and GT were separate entities and who precisely was designated "Lender" in the October 2007 and April 2008 modifications to the Notes. The arbitrator denied the motion on 1 May 2019.

Mr. Gribble then filed a motion in superior court to confirm the Award. At the hearing on Mr. Gribble's motion, Appellants' counsel again argued that the trial court lacked jurisdiction on the ground that only GT, and not Mr. Gribble, had standing to bring suit as party to and owner of the Notes as modified. Mr. Gribble countered that because the parties agreed to submit all issues to the arbitrator, and because the arbitrator determined the pertinent issues of fact and law, the trial court could not second-guess the arbitrator's determinations. The trial court agreed with Mr. Gribble and confirmed the award by order entered 5 June 2019. Appellants filed notice of appeal, and Mr. Gribble cross-appealed the order setting aside default judgment against Madcat.

II. ANALYSIS

A. Appellants' Appeal

Appellants argue that GT is the only real party in interest to the Notes, meaning the arbitrator lacked subject matter jurisdiction to enter the Award and the trial court lacked jurisdiction to confirm it.

1. Standard of Review

Issues of subject matter jurisdiction are reviewed *de novo* on appeal. *McKoy v. McKoy*, 202 N.C. App. 509, 511, 689 S.E.2d 590, 592 (2010). As for review of the factual and legal determinations made by the arbitrator in the award itself, "judicial review of an arbitration award is confined to [a] determination of whether there exists one of the specific grounds for vacat[ur] of an award under the arbitration statute." *Semon v. Semon*, 161 N.C. App. 137, 141, 587 S.E.2d 460, 463 (2003) (citations and quotation marks omitted). Those exclusive statutory grounds are as follows:

> (1) The award was procured by corruption, fraud, or other undue means;
>
> (2) There was:
>
> > a. Evident partiality by an arbitrator appointed as a neutral arbitrator;
> >
> > b. Corruption by an arbitrator; or
> >
> > c. Misconduct by an arbitrator prejudicing the rights of a party to the arbitration proceeding.
>
> (3) An arbitrator refused to postpone the hearing upon a showing of sufficient cause for postponement, refused to consider evidence material to the controversy, or otherwise conducted the hearing contrary to [N.C. Gen. Stat. §] 1-569.15 so as to prejudice substantially the rights of a party to the arbitration proceeding;
>
> (4) An arbitrator exceeded the arbitrator's powers;
>
> (5) There was no agreement to arbitrate, unless the person participated in the arbitration proceeding without raising

> the objection under [N.C. Gen. Stat. §] 1-569.15(c) no later than the beginning of the arbitration hearing; or
>
> (6) The arbitration was conducted without proper notice of the initiation of an arbitration as required in [N.C. Gen. Stat. §] 1-569.9 so as to prejudice substantially the rights of a party to the arbitration proceeding.

N.C. Gen. Stat. § 1-569.23(a) (2019). Critically, "an arbitrator is not bound by substantive law or rules of evidence, [and] an award may not be vacated merely because the arbitrator erred as to law or fact. Where an arbitrator makes such a mistake, 'it is the misfortune of the party.' " *Sholar Bus. Assocs., Inc. v. Davis*, 138 N.C. App. 298, 301, 531 S.E.2d 236, 239 (2000) (quoting *Patton v. Garrett*, 116 N.C. 848, 858, 21 S.E. 679, 682 (1895)). In short, "parties to arbitration enjoy limited appellate review, and have no recourse when an arbitrator makes a mistake." *Id.* (citation omitted).

2. Analysis

Subject matter jurisdiction is a prerequisite to suit, and "[a] party may not waive jurisdiction." *Reece v. Forga*, 138 N.C. App. 703, 704, 531 S.E.2d 881, 882 (2000) (citation omitted). Standing is a prerequisite to subject matter jurisdiction, and "[t]o have standing to bring a claim, one must be a 'real party in interest.' " *WLAE, LLC v. Edwards*, 257 N.C. App. 251, 258, 809 S.E.2d 176, 181 (2017) (citations omitted).

Mr. Gribble is a party to the Asset Purchase Agreement, and, as evidenced by pleadings, motions, and orders in the record, all parties have agreed that resolution of any claim by Mr. Gribble for recovery under the Notes is governed by the arbitration clause contained in the Purchase Agreement. Mr. Gribble's complaint alleged that he entered into the Purchase Agreement with Appellants for the sale of his business, and the parties executed the Notes "[a]s part of the purchase of Gribble's business." The complaint seeks recovery for Appellants' failure to repay the amounts due under the Notes, and seeks on behalf of Mr. Gribble to "recover of the Defendants . . . , jointly and severally, all amounts due and owing under the . . . Notes."

Appellants' answers asserted that those claims were governed by "the applicable sections of the Asset Purchase Agreement, including, . . . Article 8.6 (Arbitration)[,]" and requested the trial court "[c]ompel arbitration as required by the Asset Purchase Agreement." Appellants later averred in their motion to compel arbitration that "given the terms of the parties' Agreement *and promissory notes*, Plaintiff is compelled to . . . arbitrate . . . *the merits of his case and all defenses* asserted by the parties." (emphasis added). Finally, in the consent order staying proceedings and referring Plaintiff's claims to arbitration, "[t]he Parties agree[d] that this action arises out of a contract between Plaintiff and Defendants which contains an agreement mandating arbitration of *all claims, disputes, and other matters in question* arising out of, or relating to *the contract documents*." (emphasis added).

Mr. Gribble and Appellants plainly agreed to arbitrate "all claims, disputes, and other matters in question arising out of, or relating to the contract documents," including the Notes. Since Appellants' answers denied any liability under the Notes, Mr. Gribble—as in any contract dispute, whether arbitrated or litigated in the courts of this state—had to prove facts establishing a legal right to recovery for breach of contract, including that he is either a party to or beneficiary of the Notes. *Cf. Woolard v. Davenport*, 166 N.C. App. 129, 136, 601 S.E.2d 319, 324 (2004) ("Our appellate courts have previously stated that '[t]o withstand a motion to dismiss for failure to state a claim in a breach of contract action, a plaintiff's allegations must either show it was in privity of contract, or it is a *direct beneficiary* of the contract.' " (emphasis and alteration in original) (quoting *Lee Cycle Ctr., Inc. v. Wilson Cycle Ctr., Inc.*, 143 N.C. App. 1, 8, 545 S.E.2d 745, 750 (2001)).

Having agreed to submit those questions to the arbitrator, including whether Mr. Gribble was a party to and/or beneficiary of the Notes, the parties presented evidence and made arguments addressing them. The arbitrator then made findings of fact and conclusions of law establishing that Mr. Gribble was both a party to and beneficiary of the Notes. The arbitrator reached a decision *consistent with the agreement of the parties to arbitrate that very issue*. Given that a reviewing court is "without authority to disturb the arbitrator's conclusions" except for the enumerated grounds found in N.C. Gen. Stat. § 1-569.23(a), *Carroll v. Ferro*, 179 N.C. App. 402,

407, 633 S.E.2d 708, 711 (2006), neither the trial court nor this Court is free to revisit and revise any of those findings and conclusions. *See also Sholar*, 138 N.C. App. at 301, 531 S.E.2d at 239 ("[A]n award may not be vacated merely because the arbitrator erred as to law or fact.").

While Appellants on appeal can certainly raise the issue of Mr. Gribble's standing just as they did before the trial court at the confirmation hearing, we are bound, just as the trial court was, by the arbitrator's findings of fact and conclusions of law that Mr. Gribble was a party to and/or beneficiary of the Notes. Because the arbitrator answered both questions in the affirmative and those answers suffice to establish standing for a breach of contract claim, *Woolard*, 166 N.C. App. at 136, 601 S.E.2d at 324, we hold that the trial court did not err in denying Appellants' motion to vacate the award under N.C. Gen. Stat. § 1-569.23.

Appellants seek to avoid this holding by pointing to our decision in *WLAE*, which held that "the issue of jurisdiction is assessed as of the time of the filing of a complaint, and the subsequent proceedings of a court without subject matter jurisdiction are a nullity." 257 N.C. App. at 258, 809 S.E.2d at 181 (citing *Metcalf v. Black Dog Realty, LLC*, 200 N.C. App. 619, 625, 684 S.E.2d 709, 714 (2009)). While Appellants' argument would have us interpret that language as allowing us to ignore the determinations reached by the arbitrator and reweigh the evidence as if those determinations had never been made, the legal analysis stated in *WLAE* does not

support such a maneuver. *WLAE* did not involve arbitration, and this Court simply held that when a tribunal is tasked with determining whether a party has standing to pursue suit, it must look to the position of the party as it existed at the time of filing. *Id.*; *see also Metcalf*, 200 N.C. App. at 625, 684 S.E.2d at 714 ("Standing is determined at the time of the filing of a complaint."). If that tribunal determines that the plaintiff, considered under the facts at the time of his complaint's filing, lacked standing, it must dismiss the suit and any judicial action taken in furtherance of that suit is null. *WLAE*, 257 N.C. App. at 258, 809 S.E.2d at 181. In this case, the tribunal tasked—by agreement of the parties—with determining the factual and legal questions of whether Mr. Gribble was a party to and/or beneficiary of the Notes was the arbitrator. The arbitrator decided Mr. Gribble was a party and a beneficiary in fact and law at the time the complaint was filed. Those determinations—regardless of whether they are factually or legally correct—in turn demonstrate that Mr. Gribble does have standing. *Woolard*, 166 N.C. App. at 136, 601 S.E.2d at 324. Because we are unable to disturb those predicate determinations, *Sholar*, 138 N.C. App. at 301, 531 S.E.2d at 239, we cannot accept Appellants' argument.

Appellants' remaining grounds for vacating the arbitration award—that the arbitrator "exceeded the arbitrator's powers," N.C. Gen. Stat. § 1-569.23(a)(4), and manifestly disregarded the law—are likewise unavailing. Both arguments turn on the assertion that the arbitrator could not disregard the uncontroverted evidence

that: (1) the Notes were listed as assets on GT's tax returns; and (2) Mr. Gribble represented to a Florida court in his divorce that the Notes were owned by GT. However, as explained above, Appellants have cited to no authority permitting us to reconsider the arbitrator's factual and legal determinations concerning Mr. Gribble's status as party to the Notes.

This Court has held, upon consideration of a similar argument under the Revised Uniform Arbitration Act's predecessor statute, that "[a]ssuming *arguendo* the arbitrator erred in his application of the law, this does not constitute him 'exceeding his authority' warranting vacatur." *Carroll*, 179 N.C. App. at 407, 633 S.E.2d at 712. Further, Appellants' acknowledge that "manifest disregard of law" has not been established as a basis for vacating an arbitration award in North Carolina under its Revised Uniform Arbitration Act. N.C. Gen. Stat. § 1-569.1, *et seq.*[3] We therefore decline to adopt Appellants' position.

B. Mr. Gribble's Cross-Appeal

[3] Further, even if the arbitrator erroneously determined that Mr. Gribble was a party to the Notes, "[t]he practice of allowing third-party beneficiaries not in privity of contract to bring an action in their own name to enforce the contract made for their benefit was recognized in North Carolina as early as 1842." *Vogel v. Reed Supply Co.*, 277 N.C. 119, 126, 177 S.E.2d 273, 278 (1970) (citation omitted). In such a circumstance, "[a] party to a contract is ordinarily not a necessary party in a suit brought against the other contracting party by a beneficiary who claims the contract has been breached." *Crosrol Carding Developments, Inc. v. Gunter & Cooke*, 12 N.C. App. 448, 452, 183 S.E.2d 834, 837 (1971). The arbitrator determined in his award that the Notes were "made for the benefit of . . . Robert T. Gribble. Therefore the lawsuit can be brought by Robert T. Gribble . . . for his own benefit." Given that Defendants' arguments focus entirely on whether Mr. Gribble was a party to the Notes, and not whether he was a beneficiary otherwise entitled to bring suit, they have failed to demonstrate reversible error.

Mr. Gribble cross-appeals the trial court's order setting aside the default judgment entered against Madcat. In its motion to set aside default judgment before the trial court, Madcat asserted several grounds for relief, including arguments that: (1) Mr. Gribble's attempts at substitute service through the Secretary of State were defective; and (2) Madcat had a valid defense of arbitration and Mr. Gribble was therefore "compelled to litigate—specifically, arbitrate—the merits of his case and all defenses asserted by Defendant Madcat." The trial court agreed with Madcat in its order setting aside default judgment, concluding that Madcat had: (1) not been properly served; and (2) established alternative grounds to set aside the default judgment under Rules 60(b)(1), (3), (4), and (6) of the North Carolina Rules of Civil Procedure. Among these alternative grounds was Madcat's argument concerning arbitration, with the trial court recognizing in a conclusion of law that "the [Purchase] Agreement . . . contains an arbitration provision that otherwise may affect the jurisdiction of this Court."

Although the trial court's order sets forth multiple grounds for setting aside default judgment, including under Rules 60(b)(1), (3), (4), and (6), Mr. Gribble's cross-appeal concerns only whether: (1) his substitute service was proper; and (2) Madcat demonstrated excusable neglect and a *prima facie* defense warranting relief under Rule 60(b)(1).

Mr. Gribble cites no case law concerning whether the circumstances presented to the trial court sufficed to warrant relief under the other Rules—each of which involve their own considerations—pursuant to which the trial court set aside the default judgment. For example, relief under Rule 60(b)(6) is appropriate if "(1) extraordinary circumstances exist, (2) justice demands the setting aside of the judgment, and (3) the defendant has a meritorious defense." *Gibby v. Lindsey*, 149 N.C. App. 470, 474, 560 S.E.2d 589, 592 (2002). Outside of reciting these requirements in its statement of the standard of review, Mr. Gribble's brief offers no argument, supported by applicable case law, as to whether the circumstances before the trial court amounted to "extraordinary circumstances" and "justice demand[ed] the setting aside of the judgment." *Id.* Similarly, "[t]o obtain relief under Rule 60(b)(3), the moving party must 1) have a meritorious defense, 2) that he was prevented from presenting prior to judgment, 3) because of fraud, misrepresentation or misconduct by the adverse party." *Milton M. Croom Charitable Remainder Unitrust v. Hedrick*, 188 N.C. App. 262, 268, 654 S.E.2d 716, 721 (2008) (quotation marks and citation omitted). Mr. Gribble's brief contains no discussion of this standard, and cites no case law discussing, addressing, or applying Rule 60(b)(3).

As for whether Madcat presented a meritorious defense in its motion to set aside the default judgment, we note that Madcat attached the Purchase Agreement containing the arbitration provision to its motion and specifically asserted

"arbitration" among its list of "meritorious defenses to Plaintiff's Complaint." Indeed, the trial court set aside the default judgment in part because the "arbitration provision . . . may affect the jurisdiction of this Court." Mr. Gribble offers no authority or substantive argument disclosing how Madcat's affirmative defense of arbitration was not "meritorious" within the meaning of Rule 60(b), relying instead on the conclusory assertion that Madcat's "list of possible defenses falls short of a *prima facie* showing of a meritorious defense."

It is not the responsibility of this Court to craft these arguments for Mr. Gribble, even if they may otherwise have merit. *See K2HN Constr. NC, LLC v. Five D Contractors, Inc.*, 267 N.C. App. 207, 215, 832 S.E.2d 559, 565 (2019) ("Although this Court can, after reviewing the record and caselaw, discern some potential lines of argument that *could* have been made in this portion of the brief, those arguments have not been set forth by Plaintiff, 'and it is not the role of this Court to create an appeal for an appellant or to supplement an appellant's brief with legal authority or arguments not contained therein.' " (emphasis in original) (quoting *Thompson v. Bass*, 261 N.C. App. 285, 292, 819 S.E.2d 621, 627 (2018))). "Moreover, it is the appellant's burden to show error occurring at the trial court." *Thompson*, 261 N.C. App. at 292, 819 S.E.2d at 627. Because Mr. Gribble has offered no substantive argument for reversing the trial court's decision to set aside the default judgment

against Madcat under Rules 60(b)(3), (4), and (6), we leave the order of the trial court undisturbed.

III. CONCLUSION

For the foregoing reasons, we affirm the orders of the trial court confirming the arbitration award and setting aside default judgment as to Madcat.

AFFIRMED.

Judges BERGER and COLLINS concur.

Report per Rule 30(e).