

SUPREME COURT OF NORTH CAROLINA

Talley v. Earth Fare 2020, Inc.

2024 NCBC 81 (N.C. 2026) · No. No. 174A25 · Decided March 20, 2026

SUMMARY

The Supreme Court of North Carolina summarily affirmed the North Carolina Business Court’s judgment in a dispute involving alleged compensation for work securing capital investments for Earth Fare. Justice Dietz concurred, emphasizing that a Wage and Hour Act claim requires evidence that the plaintiff was employed to perform the claimed work. Justice Riggs concurred in part and dissented in part, concluding that the trial court improperly required an enforceable contract before allowing the jury to consider the Wage and Hour Act claim.

CASE DETAILS

COURT	Supreme Court of North Carolina
WRITING FOR THE COURT	Per Curiam
JURISDICTION	Supreme Court of North Carolina
DECIDED	March 20, 2026
DOCKET	No. 174A25
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal under N.C.G.S. § 7A-27(a)(2) from the North Carolina Business Court's order and opinion denying post-trial motions following a jury verdict involving breach of contract, unjust enrichment, and North Carolina Wage and Hour Act claims.
STANDARD OF REVIEW	The dissent states that a motion for a new trial under N.C.G.S. § 1A-1, Rule 59(a)(8), based on error in law occurring at trial, is reviewed de novo. The opinion does not state the majority's standard of review.
PRECEDENTIAL VALUE	Published per curiam affirmance; the majority provides no reasoned analysis, and the separate opinions are nonmajority opinions.
PARTIES	Earth Fare 2020, Inc., Dennis Hulsing v. James R. Talley

TOPICS

- wage and hour
- employment law
- statutory interpretation
- breach of contract
- appellate procedure

PRACTICE AREAS

employment law

wage and hour

contract law

appellate procedure

QUESTIONS PRESENTED

1. Whether the Business Court properly instructed the jury that it could not reach Talley's North Carolina Wage and Hour Act claim unless it first found an enforceable contract.
2. Whether the Business Court properly denied Talley's post-trial motions concerning his breach of contract, unjust enrichment, and Wage and Hour Act claims.

HOLDINGS

1. The Supreme Court of North Carolina affirmed the Business Court's order and opinion.

KEY QUOTATIONS

“*AFFIRMED.*” (first page)

“*First, a Wage and Hour Act claim requires evidence that the plaintiff was employed to do the claimed work.*” (-2-)

“*The text of the WHA does not explicitly require a contract.*” (-9-)

“*Nothing in the text of the WHA requires an underlying employment contract, and we should not read such a requirement into the statute.*” (-10-)

FACTUAL BACKGROUND

Talley held a \$50,000 salaried position at Earth Fare. He proposed a separate business arrangement under which he would raise capital for Earth Fare in exchange for equity, a board seat, an ownership interest for his son, and other benefits. The jury found that Talley did not enter into a contract with Earth Fare or Hulsing, but found Hulsing unjustly enriched and awarded Talley \$195,000; the dissent additionally noted evidence that Earth Fare had paid other nonemployee business partners stock compensation for securing financing.

PROCEDURAL HISTORY

Talley alleged that Earth Fare and Hulsing failed to pay promised stock, stock options, and other compensation for work raising capital for Earth Fare. The jury found no contract, awarded Talley \$195,000 on unjust enrichment, and did not reach the Wage and Hour Act claim because of the jury instruction requiring a finding of an enforceable contract first. The Business Court denied Talley's motions for judgment notwithstanding the verdict or a new trial, and the Supreme Court of North Carolina affirmed per curiam.

DISPOSITION

affirmed

CASES CITED

- Vanguard Pai Lung, LLC v. Moody, 387 N.C. 376, 384–85 (2025)
- Horack v. S. Real Est. Co. of Charlotte, 150 N.C. App. 305, 309 (2002)
- Laborers' Int'l Union of N. Am. v. Case Farms, Inc., 127 N.C. App. 312, 314 (1997)
- Morris v. Scenera Rsch., LLC, 368 N.C. 857, 859–62 (2016)
- Bryant v. Nationwide Mut. Fire Ins. Co., 313 N.C. 362, 378–82 (1985)
- Chiltoski v. Drum, 121 N.C. App. 161, 164 (1995)
- Garrison v. Garrison, 87 N.C. App. 591, 594 (1987)
- Ferguson v. Riddle, 233 N.C. 54, 57 (1950)
- N.C. Dep't of Corr. v. N.C. Med. Bd., 363 N.C. 189, 201 (2009)
- Powell v. P2Enterprises, LLC, 247 N.C. App. 731, 733–34 (2016)
- Hyman v. Efficiency, Inc., 167 N.C. App. 134, 137 (2004)
- Poole v. Loc. 305 Nat'l Post Off. Mail Handlers, 69 N.C. App. 675, 678 (1984)
- Kornegay v. Aspen Asset Group, LLC, 204 N.C. App. 213, 245–46 (2010)
- Jones v. Winstead, 186 N.C. 536, 540–41 (1923)
- Martinez-Hernandez v. Butterball, LLC, 578 F. Supp. 2d 816, 821 (E.D.N.C. 2008)
- Vinson v. Int'l Bus. Machs. Corp., No. 1:17-CV-00798, 2018 WL 4608250, at *8 (M.D.N.C. Sept. 25, 2018)
- Buckner v. United Parcel Serv., Inc., No. 5:09-CV-411-BR, 2010 WL 2889586, at *3 (E.D.N.C. July 21, 2010)
- Lowe v. Bell House, Inc., 74 N.C. App. 196, 199–201 (1985)
- Conner v. Cleveland County, 22 F.4th 412, 421, 427 (4th Cir. 2022)
- Monahan v. County of Chesterfield, 95 F.3d 1263, 1265, 1275, 1283 (4th Cir. 1996)
- Tenn. Coal, Iron & R.R. Co. v. Muscoda Loc. No. 123, 321 U.S. 590, 597 (1944)
- Integrity Staffing Sols., Inc. v. Busk, 574 U.S. 27 (2014)
- Brown v. Caruso Homes, Inc., 294 N.C. App. 9, 13 (2024)
- Cauble v. Bell, 249 N.C. 722, 724 (1959)