IN THE SUPREME COURT OF THE STATE OF DELAWARE

AIBAR HUATUCO, M.D.,	§	
	§	
Plaintiff-Below,	§	
Appellant,	§	No. 5, 2014
	§	
v.	§	Court Below:
	§	Court of Chancery of
SATELLITE HEALTHCARE	§	the State of Delaware
	§	C.A. No. 8465-VCG
and	§	
	§	
SATELLITE DIALYSIS OF	§	
TRACY, LLC,	§	
	§	
Defendants-Below,	§	
Appellees.	§	

Submitted: June 4, 2014
Decided: June 5, 2014

Before **STRINE**, Chief Justice, **HOLLAND**, and **BERGER**, Justices.

O R D E R

This 5th day of June 2014, after hearing oral argument and upon consideration of the record in this case, it appears to the Court that:

(1) The appellant, Aibar Huatuco, a member of a limited liability company, Satellite Dialysis of Tracy, LLC, appeals the Court of Chancery's determination that he had no right under the applicable LLC agreement to seek judicial dissolution. Huatuco argues on appeal that 6 *Del. C.* § 18-802 provides members of LLCs with a non-waivable right to seek judicial dissolution, regardless of any limitations on the

right to seek dissolution that may be contained in an LLC agreement. That argument attempts to have this Court reach a different position on that question than was embraced by the Court of Chancery in *R & R Capital, LLC v. Buck & Doe Run Valley Farms, LLC*, nearly six years ago.[1]

(2) As the appellee, Satellite Healthcare, points out, Huatuco did not fairly present this argument to the Court of Chancery, and thus we do not consider it here.[2] Satellite Healthcare also argues correctly that several of Huatuco's contractual arguments were not raised in the Court of Chancery. For that reason, we do not consider them either.

(3) Rather, we consider only the issue that Huatuco properly preserved below, which is the question of whether the Court of Chancery correctly interpreted the applicable LLC agreement to foreclose Huatuco from seeking a judicial dissolution. After carefully considering the parties' arguments on that issue, we affirm for the reasons set forth in the Court of Chancery's thorough opinion,[3] which thoughtfully considered the key section of the LLC agreement addressing the rights of members — Section 2, and in particular Section 2.2 — in view of the overall language of LCC agreement,[4] and reconciled its language with the other provisions of the LCC agreement dealing with dissolution (Section 8), matters

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[1] 2008 WL 3846318 (Del. Ch. Aug. 19, 2008) (recognizing that the right to seek judicial dissolution is waivable by members of an LLC).
[2] *See* Supr. Ct. R. 8 ("Only questions fairly presented to the trial court may be presented for review . . . .").
[3] 2013 WL 6460898 (Del. Ch. Dec. 9, 2013).
[4] *GMG Capital Invs., LLC v. Athenian Venture Partners I, L.P.*, 36 A.3d 776, 779 (Del. 2012); *Alta Berkeley VI C.V. v. Omneon, Inc.*, 41 A.3d 381, 385-86 (Del. 2012).

requiring a supermajority vote (Section 3.4.15); the ability of members to withdraw (Section 2.6), and providing remedies if a member's contractual rights are violated, which remedies included the ability to buy out the breaching member's interest (Section 7.2 and Schedule 5).

NOW, THEREFORE, IT IS ORDERED that the judgment of the Court of Chancery is hereby AFFIRMED.

BY THE COURT:

/s/ Leo E. Strine, Jr.
Chief Justice