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Case Number 289,2025

IN THE SUPREME COURT OF THE STATE OF DELAWARE

ERIK HOLZBAUR,	:	
	:	
Plaintiff Below,	:	
Appellant,	:	C.A. No. 289, 2025
v.	:	
	:	Trial Court Below:
TROLLEY SQUARE	:	Chancery Court of the State of Delaware
HOSPITALITY, LLC,	:	
a Delaware limited liability	:	C.A. No. 2023-0181 MTZ
company and ERIC C. SUGRUE,	:	
	:	
Defendants Below,	:	
Appellees.	:	

APPELLEES' ANSWERING BRIEF

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Dated: September 26, 2025

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NATURE OF THE PROCEEDINGS

On February 14, 2023, Plaintiff Below, Erik Holzbaur ("Holzbaur") filed a Verified Complaint against Stuart Stafman, Holly Monaco, and the Defendants Below.[1] As set forth in the Complaint, Trolley Square Hospitality, LLC ("Trolley") was formed on December 18, 2015, and a limited liability company agreement was executed on December 20, 2015.[2] Holzbaur "[brought] this action for specific performance of a Limited Liability Company Agreement…and [sought] distribution of [his] share of the distribution of [Trolley] as dictated in the aforesaid Limited Liability Company Agreement."[3] The Complaint asserted that "[t]he financial data prayed for by Plaintiff … will reveal that Plaintiff is entitled to payments of his 14% share from the net profits of [Trolley]."[4]

On December 1, 2023, the Chancery Court dismissed Holzbaur's Section 18-305 claim from the Verified Complaint and dismissed Stuart Stafman and Holly Monaco as defendants.[5] On August 29, 2024, Holzbaur filed a Motion in Limine to exclude any evidence that Holzbaur was not a cash contributing member of Trolley.[6] The Chancery Court denied Holzbaur's Motion in Limine, stating "[i]t seems the

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[1] *See generally*, Complaint (B-001-5).
[2] *See Id.* at ¶; B-002.
[3] *Id.* at ¶1; B-001.
[4] *Id.* at ¶17; B-004.
[5] B-031-32.
[6] B-033.

principal issue in this matter whether [Holzbaur] is a non-cash contributing member. That is a question of fact."[7]

On December 16, 2024, the parties below filed pre-trial briefs.[8] On January 7, 2025, the parties below filed a Joint Pretrial Order ("PTO").[9] In the PTO, the parties below stipulated that the Operating Agreement of Trolley was fully executed by all appropriate parties, and the parties tendered the Operating Agreement as a joint exhibit (JX1).[10] On January 9, 2025, the parties below proceeded to trial. At trial, the "financial data" of the Company was submitted as evidence.[11]

The parties below submitted post-trial briefing[12] and presented post-trial arguments on May 15, 2025.[13] On June 4, 2025, the Chancery Court issued its Memorandum Opinion, holding that Holzbaur was a non-cash contributing member of Trolley,[14] and is owed no further distributions.[15] A final Order dismissing Holzbaur's claims was entered on June 23, 2025.[16]

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[7] B-087.
[8] B-088-131.
[9] B-132-141.
[10] Joint Pretrial Order, at II, 2., and JX1.
[11] See PX1, DX3, and DX4.
[12] B-143-338.
[13] D.I. 55.
[14] Memorandum Opinion at 12.
[15] *Id.* at 20.
[16] B-360-361.

Holzbaur filed his appeal on July 7, 2025, and his opening brief on August 28, 2025. This is the Appellee's Answering Brief.

SUMMARY OF THE ARGUMENT

1. Appellant's Argument I is Denied. The Chancery Court was correct in finding Holzbaur to be a non-cash contributing member of Trolley, because his interest was specifically based on "sweat equity" and because it became undisputed that Holzbaur contributed no cash. Furthermore, because Section 9.20 of the Operating Agreement, which set forth the "general understanding of [the] agreement and partnership," conflicted with an example exhibit to the Operating Agreement, the court below correctly deemed the Operating Agreement ambiguous on the question of Holzbaur's cash contributions, and properly looked to extrinsic evidence to resolve the ambiguity.

2. Appellant's Argument II is Denied. The Chancery Court correctly analyzed the law on extrinsic evidence, and appropriately used extrinsic evidence to find that Holzbaur was never expected to put up cash, did not actually contribute cash, was not treated a cash contributing member, and later declined the opportunity to become a cash contributing member when offered – and was therefore entitled to no further distributions following his removal from Trolley.

3. Appellant's Argument III is Denied. The Chancery Court was correct in not applying *contra proferentum* in this case because it is a principle of last resort and because the extrinsic evidence spoke to the intent of both Holzbaur and Appellee Eric Sugrue, and therefore extrinsic evidence was not an "incomplete guide."

STATEMENT OF FACTS

In 2015, Eric Sugrue ("Sugrue") received a call about an opportunity to open a restaurant in Trolley Square.[17] When discussing opening the Trolley Square Oyster House, Sugrue and Holly Monaco ("Monaco") spoke in depth about coming up with a way to incentivize and reward a General Manager if the Company was profitable.[18] It is uncommon in the restaurant industry for the General Manager to get a piece of the profits.[19] Sugrue and Monaco discussed the opportunity with Holzbaur, and discussed that Sugrue and Stuart Stafman would put up all the money for the opportunity.[20] Monaco and Holzbaur put up no money.[21]

As the court below noted, Sugrue and Holzbaur repeatedly discussed Holzbaur's role in Trolley.[22] Holzbaur was also involved in the early site visit at the restaurant with Sugrue.[23] The plan was for Holzbaur to assume the role of General Manager for Trolley, which would earn him 14% interest based on his sweat.[24] Sugrue, Monaco and Holzbaur discussed Holzbaur's role with Trolley again at a

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[17] B-287; Sugrue Tr. 76:14-19.
[18] Sugrue Tr. 78:3-17.
[19] Sugrue Tr. 78:18-24 and 79:1.
[20] Sugrue Tr. 79:20-24 and 80:1-4.
[21] *Id.*
[22] Holzbaur Tr. 15, 37; Sugrue Tr. 95 ("We had many conversations. Not one, not 10, but I would say probably more than 15.").
[23] Holzbaur Tr. 9-10.
[24] Holzbaur Tr. 37-38; Sugrue Tr. 78:9-11; *See also* testimony of Holly Monaco, Tr. 57:15-21; 65:13-24; 66:1-10; 93:9-14.

local coffee shop, because Sugrue "wanted to make sure everyone understood what the circumstances were."[25] Holzbaur understood what sweat equity meant.[26] So did Monaco.[27] Monaco did not expect to be treated as a cash contributing member if she ever left Trolley.[28] Holzbaur did not have a role with Trolley apart from his role as General Manager.[29]

Sugrue and Holzbaur entered into an Operating Agreement (the "Contract").[30] The Contract set forth the general understanding of the Trolley partnership, specifically at Page 16, Section 9.20:

> 9.20 ***General Understanding of this agreement & partnership.***
>
> Eric Sugrue decided to move forward and purchase 'Satsumi' restaurant located at 1707 Delaware Ave, Wilmington, Delaware. The building/land, contents, goodwill, furniture, fixtures & equipment will be owned by Trolley Square Properties, LLC (landlord). TSH will lease the entire property, along with all of its contents from TSP. The rent amount has not yet been determined but it will be a triple net lease and all expenses will be paid by TSH. Structural building issues will be the responsibility of TSP. **Erik Holzbaur will become the General Manager and operating partner. He will take responsibility for the day to day operations. He is receiving a 14% interest in this company based on sweat equity. Same for Holly.** This type of partnership will allow this restaurant to not have to fall under the same umbrella as the rest of the BFRG locations. **Cash distributions will be paid out based on cash equity first and will continue until all cash**

[25] Monaco Tr. 53-55; Sugrue Tr. 79.
[26] Holzbaur Tr. 20.
[27] Monaco Tr. 54-55.
[28] Monaco Tr. 59.
[29] Sugrue Tr. 80:5-24 and 81:1-2.
[30] Joint Pretrial Order, at II, 2., and JX1.

> **equity has been returned. Once returned, cash will be distributed based on pro rata, percentage interest in the company.** Cash reserves will be determined by Eric Sugrue. The plan is to build the business to a point where sales exceed $1.5-2m. Once profitable, we will discuss an exit strategy that is the best interest of all the members. The plan and idea is for all of this to take 3-5 years.
> (Emphasis added).

Section 9.20 identified "Holly" (Monaco) as being in the same position as Holzbaur.[31] Importantly, Section 9.20 also delineated between cash equity partners and other partners when spelling out how cash distributions will be paid.[32] The same Contract, at Section 5.1.2, set forth the powers of Sugrue as Manager. In further delineating between cash contributing members and non-cash contributing members, Section 5.1.2.11 established the Sugrue's power to "remove **non cash contributing members**…"[33] (emphasis added).

In finalizing the Contract, Sugrue lifted an example exhibit from another contract, and used it to show the breakdown of the members' respective percentage interest in Trolley.[34] Taken literally, this exhibit to the Contract shows Holzbaur

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[31] B-206; Section 9.20 of the Contract. *See also* testimony of Holly Monaco, Tr. 57:23-24.
[32] B-206; Section 9.20 of the Contract: "Cash distributions will be paid out based on cash equity first and will continue until all cash equity has been returned. Once returned, cash will be distributed based on pro rata, percentage interest in the company."
[33] B-198; Section 5.1.2.11 of the Contract. *See also* testimony of Eric Sugrue, Tr. 103:3-10.
[34] Sugrue Tr. 86.

made a capital contribution of $14.00 to Trolley, even though he did not.[35] The same exhibit would lead one to believe the entire investment in the enterprise totaled $100.00.[36] Everyone knew this was obviously not the case.[37] This single exhibit page, though manifestly incorrect and inconsistent with the way the parties performed, has been used to launch this protracted litigation.

The restaurant opened around April of 2016.[38] The restaurant became "a great neighborhood bar." [39] Holzbaur was presented with an opportunity to become a cash-contributing member of Trolley, which he declined.[40] Throughout the partnership, Holzbaur never contributed cash – nor did Monaco.[41]

On October 22, 2021, Holzbaur voluntarily withdrew from Trolley.[42] Upon Holzbaur's voluntary separation, he was removed as a member of Trolley by Sugrue,

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[35] Holzbaur Tr. 36. ("Q: Did you ever give anyone $14? A: No.").
[36] Sugrue Tr. 87; Holzbaur Tr. 36.
[37] Sugrue Tr. 92-93; Holzbaur Tr. 36.
[38] Holzbaur Tr. 18, 22
[39] Monaco Tr. 67.
[40] Sugrue Tr. 83:17-24 and 84:1-8 ("And I said to him, when I handed him the check, I said, 'I would have to get consent or permission…[b]ut if you had interest in giving me this check back as a form of – as a capital contribution to be a real partner, I would consider that. You're doing a hell of a job. And that's how I would like to do that.' And he said to me, 'I can't – I don't want to do that, I need the money.'… 'Q: And at any point during the relationship, Mr. Holzbaur never did bring up the idea of him contributing cash to become an equity partner? A: Never.'")
[41] *Id.* at 93:9-14 (Q: "Were there any records in this enterprise that ever showed that Erik Holzbaur actually contributed cash? A: Absolutely not. Q: And same for Holly? A: Correct."); *See also* 9.20 of the Contract at B-206, "[s]ame for Holly."
[42] *See* notice of voluntary separation, DX2; *See also* Holzbaur, Tr. 32:22-24 ("Q: 'You separated voluntarily?' A: 'Yes.'")

as Manager, pursuant to Sections 5.1.2.11 and 6.2 of the Contract.[43] Because Holzbaur was removed, he lost all rights to profits or cash from Trolley in form of distributions under Sections 5.1.2.11 and 6.2.[44] Further, the remaining members each absorbed Plaintiff's 14% former interest in Trolley by operation of Section 6.1 of the Contract.[45]

Holzbaur brought this litigation, asserting in his Verified Complaint that "[t]he financial data prayed for by Plaintiff … will reveal that Plaintiff is entitled to payments of his 14% share from the net profits of [Trolley]."[46] It did not. Instead, the evidence confirmed that Holzbaur never was a cash-contributing member to the Company, and his former membership was instead based exclusively and expressly on "sweat equity."[47]

Separately, because Holzbaur withdrew voluntarily from Trolley, he is not permitted – according to the Contract – to receive the fair value of his interest as of the date of his voluntary withdrawal.[48] The court below did not reach this issue, because the court below found that Sugrue validly removed Holzbaur.[49]

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[43] Sugrue Tr. 89:19-23; 90:8-17, and 92:5-17.
[44] Sugrue Tr. 89:19-23 and 90:8-17.
[45] Sugrue Tr. 90:8-17.
[46] *Id.* at ¶17.
[47] *See* Section 9.20 of the Contract at B-206; Black's Law Dictionary defines "sweat equity" as "[f]inancial equity created in property by the owner's labor in improving the property." Black's Law Dictionary, pg. 737 (4th Pocket Ed.).
[48] *See* Section 6.2 of the Contract at B-202.
[49] B-351; Memorandum Opinion, p. 12, n. 68.

ARGUMENT

I. THE CHANCERY COURT CORRECTLY FOUND ERIK HOLZBAUR WAS NOT A CASH-CONTRIBUTING MEMBER OF TROLLEY SQUARE HOSPITALITY, LLC

A. Question Presented

Whether the Chancery Court correctly determined Holzbaur was a non-cash contributing member after considering Section 9.20 of the Contract and its plaint text in conflict with other portions of the Contract.

B. Standard and Scope of Review

Issues of interpreting contractual language "are questions of law that this Court reviews *de novo* for legal error."[50]

C. Merits of the Argument

The well-developed record in this matter (before, during, and after the trial) firmly established that Holzbaur never contributed any cash to Trolley. Indeed, contributing cash is a condition precedent required to be considered a "cash-contributing member." Under Delaware Law, a condition precedent is defined as "'[a]n act or event, other than a lapse of time, that must exist or occur before a duty to perform something promised arises.'"[51] Additionally, a condition precedent is

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[50] *Honeywell Int'l Inc. v. Air Prods. & Chems., Inc.*, 872 A.2d 944, 950 (Del. 2005).

[51] *AES Puerto Rico, L.P. v. Alstom Power, Inc.,* 429 F. Supp. 2d 713, 717 (D. Del. 2006) (*quoting Seaford Assocs. Ltd. P'ship v. Subway Real Estate Corp.,* 2003 WL 21254847, at *5 (Del. Ch. May 21, 2003)).

created by clear and unambiguous terms in a contract.[52] Delaware follows an objective theory of contracts, "which requires a court to interpret a particular contractual term to mean 'what a reasonable person in the position of the parties would have thought it meant.'"[53] Any reasonable person here would have thought that not contributing cash makes one a non-cash contributor. Importantly, Holzbaur knew this to be true – he never provided money out of his pocket for this enterprise.[54] Not $14.00, not any amount.[55] Instead, Holzbaur's interest in Trolley was based on sweat equity – which he also understood.[56]

In this case, the Contract at Section 9.20 specifically set forth how distributions would be paid out ("[c]ash distributions will be paid out based on cash equity first and will continue until all cash equity has been returned. Once returned, cash will be distributed based on pro rata, percentage interest in the company."). This language distinguishes between different classes of members. Additionally, through clear and unambiguous terms, Sections 5.1.2 and 5.1.2.11 of the Contract empower Sugrue, as the Manager of the Company, to remove any non-cash

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[52] *See Cato Cap. LLC v. Hemispherx Biopharma, Inc.*, 70 F. Supp. 3d 607, 619 (D. Del. 2014).
[53] *Creel v. Ecolab, Inc.*, No. CV 12917-VCMR, 2018 WL 5778130 (Del. Ch. Oct. 31, 2018)
[54] Holzbaur Tr. 36.
[55] *Id*.
[56] Holzbaur Tr. 20-21. ("I understood [sweat equity] to be a contribution of labor in exchange for equity in the business.")

contributing members from the company.[57] Indeed, as Holzbaur conceded in his post-trial brief, "[t]he law permits a limited liability company to treat its members in different ways. In fact, it is codified in Title 6 §18-302(a) of the Delaware Code. It says, 'A limited liability company agreement may provide for classes or groups of members having such relative rights, powers and duties as the limited liability company agreement may provide...'."[58] The Contract at issue here does just that – Section 9.2 differentiates between the manner in which cash will be distributed (i.e., cash equity first) and Section 5.1.2.11 permits the removal of non-cash contributing members. Put simply, because Holzbaur was not a cash-contributing member, he could be removed as a member at any time. The Chancery Court was correct in finding that Holzbaur was validly removed. Holzbaur is entitled to no further distributions.

In his opening brief, Holzbaur asserts "it is clear on its face that appellant Holzbaur is defined under the agreement as a cash contributing member" and argues "there is no ambiguity."[59] This argument is unavailing. To make such a claim,

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[57] B-197; Section 5.1.2: "General Powers. The Manager shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including, without limitation, for Company purposes, the power to: ...
5.1.2.11. remove non cash contributing members."

[58] B-152; Holzbaur's Post Trial Brief at 8.

[59] Opening Brief at 10.

Holzbaur believes the court below should have only looked at the portions of the Contract suggesting Holzbaur contributed $14.00, saying "[t]he trial court did not stop there as it should."[60] He is wrong.

To ignore the section of the Contract (9.20) defining the agreement and partnership would be contrary to Delaware law, which is why the Chancery Court correctly noted "[t]he contract must also be read as a whole, giving meaning to each term and avoiding an interpretation that would render any term 'mere surplusage.'"[61] The Chancery Court looked to the ordinary meaning of "noncash contributing member" because the Contract did not define the term.[62] The Chancery Court, however, could not reconcile the Contract's plain text, finding Section 9.20 to be in direct conflict with Section 3.1 and Exhibit A. As a result, the Chancery Court found the Contract ambiguous and looked to extrinsic evidence to resolve the ambiguity.

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[60] *Id.* at 12.
[61] Memorandum Opinion at 13, quoting *Sunline Com. Carriers, Inc. v. CITGO Petroleum Corp*., 206 A.3d 836, 846 (Del. 2019)(quoting *Osborn ex rel. Osborn v. Kemp*, 991 A.2d 1153, 1159-60 (Del. 2010).
[62] *Id.* at 13, n.75.

II. THE CHANCERY COURT CORRECTLY ANALYZED THE LAW REGARDING EXTRINSIC EVIDENCE AND PROPERLY USED EXTRINSIC EVIDENCE TO RESOLVE AMBIGUITY

A. Question Presented

Whether the Chancery Court did a proper analysis of the law regarding the use of extrinsic evidence to determine the intentions of the parties after having found the Contract to be ambiguous.

B. Standard and Scope of Review

Issues of interpreting contractual language "are questions of law that this Court reviews *de novo* for legal error."[63]

C. Merits of the Argument

"[W]here a contract contains two conflicting provisions, the document is rendered ambiguous."[64] As the Chancery Court correctly noted, "[w]hen a contract's plain meaning, in the context of the overall structure of the contract, is susceptible to more than one reasonable interpretation, courts may consider extrinsic

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[63] *Honeywell Int'l Inc.,* 872 A.2d at 950.

[64] Memorandum Opinion at 14, quoting *Duff v. Innovative Discovery LLC,* 2012 WL 6096586, at *12 (Del. Ch. Dec. 7, 2012); see also *Sunline*, 206 A.3d at 839–40 ("[T]he Term Agreement does contain conceivably conflicting terms, which cannot be indisputably reconciled on the face of the contract, and is therefore ambiguous."); *United Rentals, Inc. v. RAM Hldgs., Inc*., 937 A.2d 810, 836 (Del. Ch. 2007) (explaining that because the "Merger Agreement simultaneously purports to provide and preclude the remedy of specific performance" those "conflicting provisions of th[at] contract render it decidedly ambiguous").

evidence to resolve the ambiguity."[65] Therefore, because of the Contract's plain text ambiguity on Holzbaur's interest in Trolley, the Chancery Court appropriately considered extrinsic evidence. "[E]xtrinsic evidence is an appropriate resource for the court to use in determining the parties' reasonable intentions at the time of the contract."[66] In this case, "[t]he extrinsic evidence is overwhelmingly in [the appellees'] favor."[67]

In reading the plain text of the Contract as a whole, Exhibit A listed all four members of Trolley. Although known by all involved to be incorrect, Exhibit A showed Holzbaur contributing literally $14.00 in capital. However, Section 9.20 (and other portions of the Contract) distinguished between cash and non-cash contributing members – and established that Holzbaur's interest in Trolley was based on "sweat equity." Aside from the inconsistency between Holzbaur's sweat equity interest spelled out on one page of the Contract (Section 9.20) and his purported capital contribution (unrealistic as it may be) delineated on another (Exhibit A), the fact that all four members were listed on Exhibit A as capital contributors while the overall Contract referenced non-cash contributing members

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[65] *Id*., quoting *Salamone v. Gorman*, 106 A.3d 354, 374 (Del. 2014). "This is true notwithstanding the presence of a routine integration clause." *Eagle Indus.,* 702 A.2d at 1233 n.19; *see* Agr. § 9.3.

[66] Memorandum Opinion at 15, quoting *Dittrick v. Chalfant,* 2007 WL 1039548, at *4 (Del. Ch. Apr. 4, 2007).

[67] Memorandum Opinion at 15.

(and distinguished between the priority of payouts) was itself a reason to consider extrinsic evidence to resolve the plain text ambiguity. Holzbaur's argument that the Chancery Court failed to do so properly is unavailing.

The Chancery Court detailed the depth and volume of the pre-Contract discussions, and the clear expectations that only Sugrue and Stafman would put up cash – not Holzbaur and Monaco.[68] This comported with the way Section 9.20 was written, and the way the parties performed.[69] Indeed, Holzbaur performed the role of General Manager and did not make a cash contribution. Section 9.20 provided that his membership interest was only ***because of*** his role as General Manager ("[h]e is receiving a 14% interest in this company based on sweat equity") – not because of a cash contribution. On appeal, Holzbaur strains to argue the extrinsic evidence should have clarified whether "[Holzbaur knew] that there was an event that would cause him to lose his ownership in the LLC and was it negotiated."[70] But the question to resolve is whether Holzbaur contributed cash or not. If he contributed cash, he has different rights under the Contract. If he did not contribute cash, he can be validly removed. The Chancery Court's analysis of the law on extrinsic evidence was correct, as was its application to the facts here. Unsurprisingly, the evidence led to the obvious conclusion that Holzbaur was a noncash contributing member.

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[68] Memorandum Opinion, 15-17.
[69] Memorandum Opinion at 17.
[70] Opening Brief at 16.

III. THE CHANCERY COURT WAS CORRECT IN NOT APPLYING *CONTRA PROFERENTEM,* A PRINCIPLE OF LAST RESORT, BECAUSE EXTRINSIC EVIDENCE WAS NOT AN "INCOMPLETE GUIDE" IN THIS CASE

A. Question Presented

Whether the Chancery Court was correct in not applying the principle of *Contra Proferentem* in this case.

B. Standard and Scope of Review

Issues of interpreting contractual language "are questions of law that this Court reviews *de novo* for legal error."[71]

C. Merits of the Argument

On appeal, Holzbaur argues that the Contract at issue is "just the same as an insurance policy."[72] He is wrong. Hozlbaur makes this argument because he wants the Contract to be considered one of adhesion, where *contra proferentum* is most often applied.[73] The record evidence demonstrates that Holzbaur was afforded an uncommon benefit in the restaurant industry – a piece of the profits despite not being a cash contributor to the enterprise.[74] This was hardly something Holzbaur was forced into taking. The record further demonstrates that there were multiple, if not

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[71] *Honeywell Int'l Inc., 872 A.2d at 950.*
[72] Opening Brief at 19.
[73] Memorandum Opinion at 18.
[74] Memorandum Opinion at 4; Sugrue Tr. 78.

many, discussions that preceded the Contract.[75] Holzbaur participated in those discussions, and the "sweat equity" concept was understood.[76] As was the fact that Holzbaur would not put up cash.[77] The parties' intentions were clear. "[U]nless extrinsic evidence can speak to the intent of *all* parties to a contract, it provides an incomplete guide with which to interpret contractual language."[78] Moreover, "[w]here all parties to a contract are knowledgeable, there is no reason for imposing sanctions against the party who drafted the final provision."[79]

Importantly, the Chancery Court correctly noted that *contra proferentum* is a principle of "last resort."[80] The Chancery Court further noted that "the [Contract] reflected a meeting of the minds between Sugrue and Holzbaur regarding Holzbaur's contribution and membership" and that "this is not a situation where extrinsic evidence is an 'incomplete guide.'"[81] Holzbaur's argument that he was never informed his ownership could be terminated is unavailing. The Contract itself speaks to the removal of noncash contributors, and there is nothing in the record to suggest Holzbaur was promised permanent membership – because he was not. In

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[75] Memorandum Opinion at 15; Holzbaur Tr. 10, 15; Monaco Tr. 54; Sugrue Tr. 79.
[76] Holzbaur Tr. 20-21. ("I understood [sweat equity] to be a contribution of labor in exchange for equity in the business.")
[77] Holzbaur Tr. 36.
[78] *SI Mgmt. L.P. v. Wininger*, 707 A.2d 37, 43 (Del. 1998).
[79] *E.I. du Pont de Nemours*, 498 A.2d at 1114.
[80] Memorandum Opinion at 18, n.94.
[81] Memorandum Opinion at 19.

each instance, the question comes back to whether Holzbaur was cash contributor or not. Extrinsic evidence answers that question with complete certainty and therefore provides a "complete guide" in this case.

CONCLUSION

This case was thoroughly litigated from start to finish in the court below, and the well-developed factual record resulted in a well-reasoned Memorandum Opinion. The truth, of course, is that Holzbaur did not contribute cash to Trolley, and is therefore not a cash contributor. The plainly erroneous Exhibit A to the Contract suggested Holzbaur contributed $14.00 toward the purchase of a restaurant, and could not be reconciled with the details of the partnership spelled out in Section 9.20. But Exhibit A has given Holzbaur a window to pursue this litigation, despite knowing full well that he was never meant to be considered a cash contributing member of Trolley. Fortunately, extrinsic evidence has been properly employed to offer a complete guide on the intentions of the parties, and the question of Holzbaur's membership can easily be resolved. Holzbaur was never a cash contributing member of Trolley. He was validly removed and is owed no further cash distributions.

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