

NORTH CAROLINA

WAKE COUNTY

2014 FEB 13 PM 4:13

GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
12-CVS-14344

LAWRENCE PIAZZA and  
SALVATORE LAMPURI,

Plaintiffs,

vs.

DAVID KIRKBRIDE, GREGORY  
BRANNON, and ROBERT RICE,

Defendants.

**FINAL JUDGMENT**

This matter came on for trial during the February 10, 2014 regular civil jury term of Wake County Superior Court, before the undersigned and a jury duly impaneled. Plaintiffs were represented by Steven B. Epstein and Defendants were represented by Michael Lee Frazier.

After presentation of the evidence, the following issues were submitted to the jury, which it answered in the following manner:

1. Did Defendant, Gregory Brannon, in soliciting the Plaintiff, Lawrence Piazza, to pay money for a security, make a statement which was materially false or misleading, or which under the circumstances was materially false or misleading because of the omission of other facts, where the Plaintiff, Lawrence Piazza, was unaware of the true or omitted facts?

ANSWER: Yes.

2. Did the Defendant, Gregory Brannon, not know, and in the exercise of reasonable care, could not have known of the untruth or omission in his offer or sale of a security to the Plaintiff, Lawrence Piazza?

ANSWER: No.

3. Did the Defendant, Gregory Brannon, in soliciting the Plaintiff, Salvatore Lampuri, to pay money for a security, make a statement which was materially false or misleading, or which under the circumstances was materially false or misleading because of the omission of other facts, where the Plaintiff, Salvatore Lampuri, was unaware of the true or omitted facts?

ANSWER: Yes.

4. Did the Defendant, Gregory Brannon, not know and in the exercise of reasonable care, could not have known of the untruth or omission in his offer or sale of a security to the Plaintiff, Salvatore Lampuri?

ANSWER: No.

5. Did Defendant, Robert Rice, in soliciting the Plaintiff, Lawrence Piazza, to pay money for a security, make a statement which was materially false or misleading, or which under the circumstances was materially false or misleading because of the omission of other facts, where the Plaintiff, Lawrence Piazza, was unaware of the true or omitted facts?

ANSWER: No.

6. Did the Defendant, Robert Rice, not know and in the exercise of reasonable care, could not have known of the untruth or omission in his offer or sale of a security to the Plaintiff, Lawrence Piazza?

ANSWER:

7. Did Defendant, Robert Rice, in soliciting the Plaintiff, Salvatore Lampuri, to pay money for a security, make a statement which was materially false or misleading, or which under the circumstances was materially false or misleading because of the omission of other facts, where the Plaintiff, Salvatore Lampuri, was unaware of the true or omitted facts?

ANSWER: No.

8. Did the Defendant, Robert Rice, not know and in the exercise of reasonable care, could not have known of the untruth or omission in his offer or sale of a security to the Plaintiff, Salvatore Lampuri?

ANSWER:

The following evidence was undisputed at trial, and the parties stipulated that:

1. Plaintiff Lawrence Piazza paid \$150,000.00 as consideration for a convertible promissory note in Neogence Enterprises, Inc. ("Neogence") on May 28, 2010; such convertible promissory note qualifies as a "security" under the North Carolina Securities Act, N.C. Gen. Stat. §§ 78A-1, *et seq.*; Plaintiff Piazza received no income from that security; and the security has no existing value.

2. Plaintiff Salvatore Lampuri paid \$100,000.00 as consideration for a convertible promissory note in Neogence on September 24, 2010; such convertible promissory note qualifies as a “security” under the North Carolina Securities Act, N.C. Gen. Stat. §§ 78A-1, *et seq.*; Plaintiff Lampuri received no income from that security; and the security has no existing value.

Pursuant to N.C. Gen. Stat. §§ 78A-56(a)(2) and 24-5, and the jury verdict recited above, the Court finds and concludes that:

1. Defendant Gregory Brannon is liable to Plaintiff Lawrence Piazza for the sum of \$150,000.00, together with pre-judgment interest at the legal rate of eight percent (8%) per annum (\$12,000 per annum/\$32.88 per day) from the date of May 28, 2010 until the date of this judgment, post-judgment interest at the legal rate of eight percent (8%) per annum (\$12,000 per annum/\$32.88 per day) until paid, plus costs and reasonable attorneys’ fees, as have been entered by the Court in a separate Order for the Entry of Award of Costs and Attorneys’ Fees of even date herewith.

2. Defendant Gregory Brannon is liable to Plaintiff Salvatore Lampuri for the sum of \$100,000.00, together with pre-judgment interest at the legal rate of eight percent (8%) per annum (\$8,000 per annum/\$21.92 per day) from the date of September 24, 2010 until the date of this judgment, post-judgment interest at the legal rate of eight percent (8%) per annum (\$8,000 per annum/\$21.92 per day) until paid, plus costs and reasonable attorneys’ fees, as have been entered by the Court in a separate Order for the Entry of Award of Costs and Attorneys’ Fees of even date herewith.

3. Defendant Robert Rice is not liable to Plaintiff Lawrence Piazza or to Plaintiff Salvatore Lamprui and shall be dismissed from this action.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that judgment be entered incorporating the jury's verdict and the Court's findings and conclusions as follows:

1. Plaintiff Lawrence Piazza shall have and recover from Defendant Gregory Brannon the sum of \$150,000.00, together with pre-judgment interest in the amount of \$45,000.00, and post-judgment interest on \$150,000.00 at the legal rate of eight percent (8%) per annum (\$12,000 per annum/\$32.88 per day) from the date of this judgment until this judgment is satisfied in full.

2. Plaintiff Salvatore Lampuri shall have and recover from Defendant Gregory Brannon the sum of \$100,000.00, together with pre-judgment interest in the amount of \$27,333.33, and post-judgment interest on \$100,000 at the legal rate of eight percent (8%) per annum (\$8,000 per annum/\$21.92 per day) from the date of this judgment until this judgment is satisfied in full

3. Plaintiff Lawrence Piazza and Plaintiff Salvatore Lampuri shall, jointly and severally, have and recover from Defendant Gregory Brannon the sum of \$ 123,804.00 in reasonable attorneys' fees incurred through February 25, 2014 and the sum of \$ 8,493.79 in taxable court costs incurred through February 25, 2014.

4. Plaintiffs shall have and recover nothing from Defendant Robert Rice and all claims against him are hereby dismissed with prejudice.

5. This Court shall maintain continuing jurisdiction over this matter to hear and resolve Plaintiffs' motion for costs and reasonable attorneys' fees incurred from February 26, 2014 until all appeals are exhausted and all collection proceedings are concluded and the judgment is satisfied in full.

6. The parties stipulate that this judgment may be signed out of court, out of term, out of county and out of session.

This the 3<sup>rd</sup> day of March, 2014.



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Honorable G. Bryan Collins  
Superior Court Judge Presiding