

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO.: 04-CvS-11181

LOCKE HOLLAND, JR., and)
CYNTHIA DIMMETTE,)

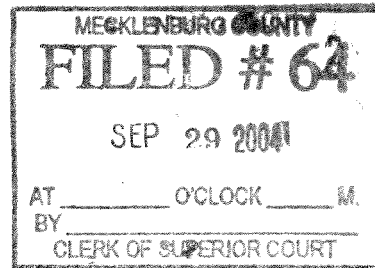
Plaintiffs,)

vs.)

JOSEPH A. DIBRUNO, JR.,)
JOSEPH A. DIBRUNO, SR.,)
NICHOLAS A. DIBRUNO,)
LELA L. DIBRUNO,)
CECIL MINGES,)
KOLUR BLYND RECORDS, INC.,)
K.B. RECORDS, INC., AND)
DIBRUNO BROTHERS MINING, INC.,)

Defendants.)

AMENDED COMPLAINT



NOW COME Plaintiffs, Locke Holland, Jr. and Cynthia Dimmette, pursuant to the Court's Order dated September 29, 2004 granting leave of Court to amend the Complaint, and hereby amend their Complaint to allege and say as follows:

PARTIES AND JURISDICTION

1. Plaintiff Locke Holland, Jr. ("Holland") is a citizen and resident of Matthews, Mecklenburg County, North Carolina.
2. Plaintiff Cynthia Dimmette ("Dimmette") is a citizen and resident of Matthews, Mecklenburg County, North Carolina.
3. Upon information and belief, Defendant Joseph A. DiBruno, Jr. ("DiBruno, Jr.") is a citizen and resident of Belmont, Gaston County, North Carolina, and DiBruno, Jr. conducts and transacts business in Gaston County and Mecklenburg County, North Carolina.
4. Upon information and belief, Defendant Joseph A. DiBruno, Sr. ("DiBruno, Sr.") is a citizen and resident of Belmont, Gaston County, North Carolina, and DiBruno, Sr. conducts and transacts business in Gaston County and Mecklenburg County, North Carolina.

5. Upon information and belief, Defendant Nicholas A. DiBruno (“Nick DiBruno”) is a citizen and resident of Belmont, Gaston County, North Carolina, and Nick DiBruno conducts and transacts business in Gaston County and Mecklenburg County, North Carolina.

6. Upon information and belief, Defendant Lela L. DiBruno (“Lela DiBruno”) is a citizen and resident of Belmont, Gaston County, North Carolina, and Lela DiBruno conducts and transacts business in Gaston County and Mecklenburg County, North Carolina.

7. Upon information and belief, Defendant Kolor Blynd Records, Inc. (“Kolor Blynd Records”) is a corporation organized and existing under the laws of the State of North Carolina and holds itself out as having an office and principal place of business in Charlotte, Mecklenburg County, North Carolina.

8. Upon information and belief, Defendant K.B. Records, Inc. (“K.B. Records”) is a corporation organized and existing under the laws of the State of North Carolina and holds itself out as having an office and principal place of business in Charlotte, Mecklenburg County, North Carolina.

9. Upon information and belief, Kolor Blynd Records and K.B. Records have not complied with all the corporate formalities required under North Carolina law and are dominated and controlled by DiBruno, Jr., who commingles the companies’ funds and operations such that each entity does not have an independent identity.

10. In light of the allegations in Paragraph 8 above, Kolor Blynd Records and K.B. Records are alter egos of one another. For purposes of this Complaint, therefore, Kolor Blynd Records and K.B. Records may be collectively referred to as “KBR.”

11. Upon information and belief, DiBruno Brothers Mining, Inc. (“DBM”) is a “corporation” organized and existing under the laws of the State of North Carolina which the DiBrunos represented had an office and principal place of business in Charlotte, Mecklenburg County, North Carolina and conducted and transacted business in Gaston County and Mecklenburg County, North Carolina.

12. Upon information and belief, Defendant Cecil Minges (“Minges”) is a citizen and resident of Vero Beach, Florida and conducts and transacts business in Gaston County and Mecklenburg County, North Carolina.

13. Upon information and belief, Defendants DiBruno, Sr., DiBruno, Jr., Nick DiBruno, Lela DiBruno, KBR and DBM are about to remove, sell, secrete, dispose of, or disburse all or a substantial portion of their assets with the intent to deprive the Plaintiffs of access to those assets with respect to any recovery herein.

14. For purposes of this Complaint, DiBruno, Sr., DiBruno, Jr., Nick DiBruno and Lela DiBruno may be referred to collectively as the “DiBrunos.”

FACTUAL BACKGROUND

15. Paragraphs 1-14 above are hereby realleged and incorporated herein by reference.

16. Upon information and belief, DiBruno, Jr. and/or the other DiBrunos have formed numerous "corporations" under North Carolina, Florida and Delaware law and have lured innocent investors into entrusting them with their money as an "investment" in one or more of these so-called "companies," many of which were shell entities, existing on paper only, with no business, no employees, no assets, and no real or other property.

17. Kolor Blynd Records, K.B. Records and DBM are just three of the so-called "companies" utilized by the DiBrunos to defraud Holland and Dimmette out of more than \$1,000,000.00.

The DBM Scam

18. In September of 2001, DiBruno, Jr., acting in concert with his father DiBruno, Sr., upon information and belief, incorporated DBM under North Carolina law.

19. In the fall of 2002, DiBruno, Jr., DiBruno, Sr. and Minges solicited Holland and Dimmette about investing money in and/or loaning money to DBM, so that DBM could abstract gold from a mine in New Mexico.

20. Plaintiffs Holland and Dimmette are not experienced investors.

21. Plaintiffs Holland and Dimmette had no experience regarding gold mining operations.

22. DiBruno, Jr., DiBruno, Sr. and/or Minges made the following representations, guarantees and/or statements to Holland and/or Dimmette regarding the business activities of DBM:

- a. DiBruno, Jr. and Minges represented to Holland and Dimmette that DiBruno, Sr. set up the arrangement for DBM to mine gold on property in New Mexico;
- b. DiBruno, Jr., DiBruno, Sr. and Minges represented to Holland, and DiBruno, Jr. and Minges represented to Dimmette, that DBM had a contract with the Knights of Malta to mine gold on property in New Mexico;
- c. DiBruno Jr. showed Holland and Dimmette a Certificate of Insurance allegedly indicating that Lloyds of London had issued an insurance policy for \$500 million dollars guaranteeing the value of the gold mine;

- d. Minges represented to Holland and Dimmette that DBM and/or the DiBrunos had a Certificate of Insurance showing that Lloyds of London was insuring the value of the gold mine for \$500,000,000.00;
- e. DiBruno, Jr. showed Holland certain assays allegedly verifying the value of the gold in the mine in New Mexico; and
- f. Minges represented to Holland and Dimmette that certain assays existed which verified the substantial value of the gold mine in New Mexico.

23. As a result of the above-referenced representations, Holland and Dimmette began investing significant sums of money in DBM in return for promised "royalties" from DBM.

24. In October of 2002, DiBruno, Jr. and Minges made further representations, guarantees and/or statements to Holland and Dimmette as follows:

- a. DiBruno, Jr. and Minges represented to Holland and Dimmette that another mining firm wanted to purchase the alleged DBM contract with the Knights of Malta for \$500 million dollars with such closing to occur in 2002;
- b. DiBruno, Jr. and Minges further represented to Holland and Dimmette that a \$125 million dollars non-refundable escrow account was already established for the closing of the contract, and that such funds were held in escrow by DBM's alleged attorney, Mr. Monroe Whitesides;
- c. DiBruno, Jr. and Minges represented and stated to Holland and Dimmette that DBM needed more money to operate the mining business until the closing with the new purchaser;
- d. DiBruno, Jr. and Minges further represented to Holland and Dimmette that the contract could not close without each side paying \$75,000.00 for a performance bond;
- e. DiBruno, Jr. and Minges further promised Holland visits to the gold mine in New Mexico; and
- f. DiBruno, Jr. and Minges further represented to Holland and Dimmette that Holland would have a significant role in running the operations of DBM.

25. As a result of the above-referenced representations, Holland and Dimmette invested further significant sums of money in DBM in return for a greater "royalty interest" in DBM, bringing their "royalty interests" in DBM to 7.5% for Dimmette and 8.5% for Holland.

26. DiBruno, Jr. further represented to Holland and Dimmette that in return for their investments in DBM, Dimmette would receive \$37.5 million dollars and Mr. Holland would receive \$42.5 million dollars from the \$500 million dollar sale of the mining rights.

27. In early 2003, DiBruno, Jr. and Minges further represented to Holland and Dimmette that if DBM did not get another \$150,000.00 immediately, the Knights of Malta would pull the contract with DBM and there would be no mining.

28. DiBruno, Jr., DiBruno, Sr. and Minges further represented to Holland and Dimmette, and Nick DiBruno represented to Holland, that DiBruno, Jr. and Nick DiBruno were excellent gold miners and were actually running DBM and performing the work necessary to properly mine for the gold.

29. DiBruno, Jr. represented to Holland and Dimmette, and Nick DiBruno represented to Holland, that Nick DiBruno was actually running the gold mining operation and utilizing machinery and equipment which Nick had designed and built to do so.

30. DiBruno, Jr., DiBruno, Sr. and Minges further represented to Holland and Dimmette that DiBruno, Jr. had obtained his precious metals license and was qualified to run DBM and perform the work necessary to properly mine for the gold.

31. As a result of the above-referenced representations and reliance on the same, Holland and Dimmette invested a total of approximately \$ 475,000.00 in DBM.

32. DiBruno, Jr. guaranteed in writing that he and/or DBM would repay Holland and Dimmette their investments, plus interest.

33. Unbeknownst to Holland and Dimmette at the time of their investments, DBM was a "shell" corporation which, upon information and belief, had no bylaws, no real board of directors, no assets, no real employees, and no business or source of revenue.

34. Upon information and belief, DBM was formed by DiBruno, Jr., acting in concert with the other DiBrunos, as part of a scheme to defraud Holland and Dimmette.

35. Upon information and belief, the scheme involved the DiBrunos diverting all of the money Holland and Dimmette invested in DBM to another one of the DiBrunos' shell companies for their own use, while issuing "royalty interests" to Holland and Dimmette in a worthless DBM.

36. DiBruno, Jr., working in concert with the other DiBrunos, did not deposit Holland's and Dimmette's numerous checks to DBM totaling \$475,000.00 in the bank account of DBM. Rather, DiBruno, Jr. diverted the funds by endorsing the checks and depositing them in another "shell corporation" called the International Senatorial Committee for the United Nations ("International Senatorial Committee"), thus converting the funds to the benefit of another corporation controlled by the DiBrunos and/or for the DiBrunos' own use and benefit.

37. Upon information and belief, DiBruno, Jr., working in concert with the other DiBrunos, lured many other investors to invest in DBM and illegally diverted additional funds to the International Senatorial Committee.

38. Once the invested funds were illegally diverted to the International Senatorial Committee, DiBruno, Jr., working in concert with the other DiBrunos, began looting that company by, among other things:

- a. Writing checks to himself for cash in excess of \$600,000.00 between June of 2002 and April of 2003,
- b. Writing checks to his father, DiBruno, Sr., in excess of \$18,000.00,
- c. Writing checks to his mother, Lela DiBruno, in excess of \$43,000.00,
- d. Writing checks to his brother, Nick DiBruno, in excess of \$23,000.00,
- e. Writing checks to a friend, Cecil Minges, in excess of \$20,000.00,
- f. Writing checks to a friend, Jack Jones, in excess of \$40,000.00, and
- g. Otherwise spending Holland's and Dimmette's and others' invested funds on items unrelated to the alleged business of DBM.

39. For purposes of the remaining allegations in this Complaint, the illegal diversion of Holland's and Dimmette's and others' funds from DBM to International Senatorial Committee and then to others, as referenced above, shall be referred to as the "DBM Diversion of Funds."

40. For purposes of the remaining allegations of this Complaint, the Representations described in Paragraphs 22, 24, and 26-30 above shall be referred to as the "DBM Representations."

41. The DBM Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges were false, misleading and intended to deceive Holland and Dimmette into investing significant sums of money in DBM.

The KBR Scam

42. In October of 2002, DiBurno, Jr. also indicated to Holland and Dimmette that he had started a new record company called Kolor Blynd Records, Inc. or K.B. Records, Inc. (as stated early, hereinafter collectively referred to as "KBR").

43. DiBruno, Jr. and Minges made the following representations, guarantees and statements to Holland and Dimmette regarding KBR:

- a. DiBruno, Jr. and Minges represented to Holland and Dimmette that KBR had signed a talented singer named Jody Lee Hager to a new contract;
- b. DiBruno, Jr. and Minges represented to Holland and Dimmette that Sony Records wanted to buy the rights to Jody Lee Hager's songs for \$20 million dollars; and
- c. DiBruno, Jr. and Minges represented to Holland and Dimmette that DiBruno, Jr. needed \$150,000.00 up-front publicity money for Sony Records to put Jody Lee Hager's Christmas Songs out to the public.

44. DiBruno, Sr. made the following representations and statements to Holland and/or Dimmette regarding KBR:

- a. DiBruno, Sr. represented to Holland that Jody Lee Hager was a very talented musician with outstanding character who had lived with the DiBruno family for approximately one year;
- b. DiBruno, Sr. represented to Holland that Jody Lee Hager's music will be valuable in the industry; and
- c. DiBruno, Sr. represented to Holland and Dimmette that DiBruno, Jr. was a competent musician who had written songs produced by other performers and had sufficient contacts in the industry to make KBR successful.

45. Upon information and belief, in March of 2003, KBR signed a new band called New August to a recording and touring agreement.

46. Holland and Dimmette invested significant sums of money in KBR in return for shares of KBR and certain net profits from the recordings of New August.

47. Holland and Dimmette became shareholders in KBR.

48. DiBruno, Jr. and Minges made further representations and statements to Holland and Dimmette regarding KBR, as follows:

- a. DiBruno, Jr. and Minges represented that DiBruno, Jr. was finalizing a deal with Sony Records for the purchase of Jody Lee Hager's songs for \$20,000,000.00 for which Holland and Dimmette were to receive \$3.6 million dollars each;
- b. DiBruno, Jr. and Minges represented to Holland and Dimmette that KBR's New York attorney was leading the negotiations with Sony Records, and he would be finalizing the contract shortly, and DiBruno, Jr. represented to Holland that KBR's New York attorney was Evan Freifeld; and

- c. DiBruno, Jr. and Minges later represented to Holland and Dimmette that the negotiations had changed and KBR was now negotiating with Warner Bros. for the purchase of Jody Lee Hager's songs for approximately \$18,000,000.00 from which Holland and Dimmette would each receive \$3.29 million dollars.

49. As a result of the above-referenced representations by DiBruno, Jr., DiBruno, Sr. and/or Minges regarding KBR, Holland and Dimmette invested in and loaned to KBR additional sums of money in return for greater ownership interests in KBR.

50. DiBruno, Jr. and Minges made further representations to Holland and Dimmette indicating that KBR had executed a \$1.6 million dollar distribution contract regarding CDs for New August from which each would get 10% of the net profits, and another contract regarding movie rights to five (5) songs of New August from which Holland and Dimmette would each receive approximately \$75,000.00.

51. In reliance on the above-referenced representations, Holland and Dimmette invested in and/or loaned to KBR a total of approximately \$625,000.00.

52. As a result of Holland's and Dimmette's investments in KBR, they each obtained a 16% ownership interest in KBR, an 18.33% interest in all profits from recording of Jody Lee Hager's album, and a 10% interest in the profits of New August recordings, plus written guarantees on the return of their investments from DiBruno, Jr. and KBR.

53. DiBruno, Jr. confirmed these agreements and returns in writing, including his agreement to repay Holland and Dimmette their investments plus interest.

54. Upon information and belief, the DiBrunos used KBR to further defraud Plaintiffs Holland and Dimmette out of an additional \$625,000.00.

55. Subsequent to Holland's and Dimmette's investments in KBR, DiBruno, Jr., acting in concert with the other DiBrunos, began drawing cash and making illegal transfers at will from the bank accounts of Kolor Blynd Records and K.B. Records, including from funds fraudulently obtained from Holland and Dimmette.

56. From the Kolor Blynd Records account, DiBruno, Jr., acting in concert with the other DiBrunos, utilized funds in such account for illegal and improper purposes, including, but not limited to, the following:

- a. Plastic surgery services for an acquaintance;
- b. Writing checks to himself in excess of \$180,000.00;
- c. Writing checks to his friend, Eddie Zimmerman, in excess of \$27,000.00;
- d. Writing checks to his friend, Jack Jones, in excess of \$30,000.00;

- e. Writing checks to his father, Joe DiBruno, Sr., in excess of \$15,000.00;
- f. Writing checks to his mother, Lela DiBruno, in excess of \$8,000.00;
- g. Writing checks to his brother, Nick DiBruno, in excess of \$27,000.00;
- h. Writing checks to his friend, William Winters, in excess of \$5,000.00;
- i. Purchasing expensive cars, like a Cadillac Escalade, Jaguar and Hummer;
- j. Purchasing guns;
- k. Purchasing expensive jewelry in excess of \$44,000.00;
- l. Purchasing motorcycles in excess of \$25,000.00;
- m. Otherwise spending Holland's and Dimmette's and others' invested funds on items unrelated to the alleged business of KBR.

57. From the Kolor Blynd Records account alone, DiBruno, Jr. wrote himself dozens of checks in excess of \$180,000.00 between September of 2002 and February of 2003.

58. DiBruno, Jr., acting in concert with the other DiBrunos, also utilized the K.B. Records account to defraud Holland and Dimmette out of their money.

59. With regards to the K.B. Records account, DiBruno, Jr., acting in concert with the other DiBrunos, utilized funds from such account for illegal and improper purposes, including, but not limited to, the following:

- a. Transferring funds to friends;
- b. Transferring funds to acquaintances unrelated to the business;
- c. Purchasing a country club membership and/or dues;
- d. Purchasing dental services;
- e. Purchasing plastic surgery services for an acquaintance;
- f. Purchasing expensive vehicles;
- g. Purchasing jewelry in excess of \$46,000.00;
- h. Writing checks to himself in excess of \$170,000.00;

- i. Writing checks to his father, DiBruno, Sr., in excess of \$12,000.00;
- j. Writing checks to his mother, Lela DiBruno, in excess of \$30,000.00;
- k. Writing checks to his brother, Nick DiBruno, in excess of \$35,000.00;
- l. Writing checks to his friend, Cecil Minges, in excess of \$3,000.00;
- m. Writing checks to his friend, Jack Jones, in excess of \$35,000.00;
- n. Writing checks to his friend, William Winters, in excess of \$20,000.00;
and
- o. Otherwise spending Holland's and Dimmette's and others' invested funds on items unrelated to the alleged business of KBR.

60. Upon information and belief, Lela DiBruno worked in concert with the other DiBrunos as part of a scheme to defraud Holland and Dimmette and other investors via the use of her bank account at BB&T, from which she wrote thousands of checks to herself, family members and others unrelated to the alleged businesses.

61. Upon information and belief, Lela DiBruno, along with the other DiBrunos, perpetuated the DBM Diversion of Funds and KBR Diversion of Funds.

62. Additionally, as a result of further representations made by DiBruno, Jr. and others, Holland and Dimmette made personal loans to DiBruno, Jr. of approximately \$85,000.00 in return for which DiBruno, Jr. promised to repay the loans pursuant to certain Promissory Notes.

63. The representations, statements, and guarantees set forth in Paragraphs 43-44, 48 and 50 above shall hereinafter be referred to as the "KBR Representations."

64. For purposes of this Complaint, the illegal and improper use and diversion of funds invested in K.B. Records and/or Kolor Blynd Records, including Holland's and Dimmette's funds, as described above, shall be referred to as the "KBR Diversion of Funds."

FIRST CLAIM FOR RELIEF
**(Breach of Settlement Agreement Against DiBruno, Jr.,
DiBruno, Sr., DBM and KBR)**

65. Paragraphs 1-64 above are hereby realleged and incorporated herein by reference.

66. In March of 2004, Holland, Dimmette, DiBruno, Jr. and DiBruno, Sr. executed a settlement agreement wherein DiBruno, Jr. and DiBruno, Sr., on behalf of themselves and DBM and KBR, agreed to pay Holland and Dimmette a total of \$1,800,000.00 in full and final

resolution of all claims Holland and Dimmette have against DiBruno, Jr., DiBruno, Sr., DBM, and KBR for the DBM and KBR Representations described above (“Settlement Agreement”).

67. Under the terms of the Settlement Agreement, DiBruno, Jr. and DiBruno, Sr., on behalf of themselves and DBM and KBR, agreed to pay Holland and Dimmette a total of \$1,800,000.00, to be paid as follows:

- a. \$600,000 on or before May 22, 2004;
- b. \$600,000 on or before September 22, 2004; and
- c. \$600,00 on or before January 21, 2005.

68. DiBruno, Jr., DiBruno, Sr. DBM and KBR have failed and refused to make the first payment set forth in the Settlement Agreement, and they have indicated they will not make any payments under the Settlement Agreement.

69. DiBruno, Jr., DiBruno, Sr. DBM and KBR have failed to perform their duties and obligations under the Settlement Agreement, including without limitation, making the payments due to Holland and Dimmette in accordance with the terms of the Settlement Agreement, and consequently, DiBruno, Jr., DiBruno, Sr., DBM and KBR are in breach of the Settlement Agreement.

70. DiBruno, Jr., DiBruno, Sr., DBM and KBR have indicated that they do not intend to honor the obligations of the Settlement Agreement. As such, they are in anticipatory breach of the Settlement Agreement with regards to the final two payments of \$600,000.00 each.

71. As a result of the above-described breach and anticipatory breach of the Settlement Agreement by DiBruno, Jr., DiBruno, Sr., DBM and KBR, Holland and Dimmette have been damaged in the principal sum of \$1,800,000.00, plus interest thereon at the highest legal rate from the date of breach until paid, and Holland and Dimmette are entitled to recover the same from such Defendants, jointly and severally.

SECOND CLAIM FOR RELIEF

(Breach of Promissory Note No. 1 Against DiBruno, Jr. and DBM)

72. Paragraphs 1-71 above are hereby realleged and incorporated herein by reference.

73. At DiBruno, Jr.’s request, Plaintiff Dimmette loaned DBM \$150,000.00.

74. The loan was made pursuant to a Promissory Note dated January 13, 2003, executed in writing by DiBruno, Jr., on behalf of himself and DBM.

75. The full loan amount of \$150,000.00 was to be repaid in full to Dimmette on or before February 13, 2003.

76. Defendants DiBruno, Jr. and DBM have defaulted on the payments under the Promissory Note as of February 13, 2003.

77. The current balance due and owing by DiBruno, Jr. and DBM to Dimmette under Promissory Note No. 1 is \$150,000.00.

78. Dimmette has made demand upon DiBruno, Jr. and DBM for repayment of said amount, but DiBruno, Jr. and DBM have failed and refused to pay the outstanding balance due to Plaintiff Dimmette.

79. By reason of the foregoing, Plaintiff Dimmette is entitled to have and recover of Defendants DiBruno, Jr. and DBM, jointly and severally, the sum of \$150,000.00 plus interest at the highest rate allowed by law from the date of breach until paid.

THIRD CLAIM FOR RELIEF
(Breach of Agreement No. 1 Against DiBruno, Jr. and KBR)

80. Paragraphs 1-79 above are hereby realleged and incorporated herein by reference.

81. In June of 2003, Dimmette, Holland, DiBruno, Jr., on behalf of himself and KBR, executed an Agreement wherein DiBruno, Jr. and KBR agreed to repay Dimmette and Holland for loans made to DiBruno, Jr. and KBR and investments in KBR, plus a guaranteed return on their investments ("Agreement No. 1").

82. The terms of Agreement No. 1 were verified in writings prepared by DiBruno, Jr. in June and July of 2003.

83. Under the terms of Agreement No. 1, DiBruno, Jr. and/or KBR agreed that, in return for the investments made by Dimmette and Holland, DiBruno, Jr. and/or KBR would agree to repay Dimmette in excess of \$1 million dollars and Holland in excess of \$800 thousand dollars.

84. DiBruno, Jr. and KBR have failed and refused to make the payments due to Dimmette and Holland under Agreement No. 1.

85. DiBruno, Jr.'s and KBR's failure to perform its duties and obligations under the Agreement, including and without limitation, their failure and refusal to pay the amounts due Dimmette and Holland under Agreement No. 1 constitute a breach of Agreement No. 1.

86. As a result of the above-described breaches of Agreement No. 1 by DiBruno, Jr. and/or KBR, Dimmette and Holland have been damaged in the principal sum in excess of \$1,800,000.00 collectively, plus interest thereon at the highest legal rate from the date of breach until paid.

FOURTH CLAIM FOR RELIEF

(Breach of Agreement No. 2 Against DiBruno, Jr. and KBR)

87. Paragraphs 1-86 above are hereby realleged and incorporated herein by reference.

88. In September of 2003, Holland, Dimmette, DiBruno, Jr., on behalf of himself and KBR, executed an agreement wherein DiBruno, Jr. and KBR agreed that, in return for Holland's and Dimmette's investment of \$250,000.00 in KBR, DiBruno, Jr. and/or KBR would pay Holland and Dimmette \$300,000.00 ("Agreement #2).

89. In September of 2003, Holland, Dimmette, DiBruno, Jr., on behalf of himself and KBR, executed a written document verifying a portion of the terms of Agreement #2 wherein DiBruno, Jr. and KBR agreed that, in return for Holland's and Dimmette's investment of \$200,000.00 in KBR, DiBruno, Jr. and/or KBR would pay Holland and Dimmette \$240,000.00 within 6 months from September 18, 2003 via certified check.

90. Under the terms of Agreement No. 2, DiBruno, Jr. and/or KBR were to pay Holland and Dimmette \$240,000.00 on or before March 18, 2004.

91. DiBruno, Jr. and/or KBR have failed and refused to pay Holland and Dimmette said sum or any part thereof.

92. DiBruno, Jr.'s and KBR's failure to perform its duties and obligations under Agreement No. 2, including without limitation, paying Holland and Dimmette \$240,000.00 on or before March 18, 2004, constitutes a breach of Agreement No. 2.

93. As a result of the above-described breach of Agreement No. 2 by DiBruno, Jr. and/or KBR, Holland and Dimmette have been damaged in the principal sum of \$300,000.00, plus interest thereon at the highest legal rate from the date of breach until paid.

FIFTH CLAIM FOR RELIEF

(Fraud Against All Defendants)

94. Paragraphs 1-93 above are hereby realleged and incorporated herein by reference.

95. DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges made the DBM Representations and KBR Representations to Holland and/or Dimmette and represented that such representations were true.

96. The DBM Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges and the KBR Representations made by DiBruno, Jr., DiBruno, Sr. and/or Minges were made for the guidance and reliance of Holland and Dimmette.

97. DiBruno, Jr., DiBruno, Sr., Nick DiBruno and Minges intended for Holland and Dimmette to rely on their representations as an inducement for Holland and Dimmette to invest in DBM and KBR.

98. The DBM Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges and the KBR Representations made by DiBruno, Jr., DiBruno, Sr. and/or Minges were false.

99. DiBruno, Jr.'s, DiBruno, Sr.'s, Nick DiBruno's and Minges' false Representations were reasonably calculated to deceive Holland and Dimmette into investing in DBM and/or KBR and/or loaning money directly to DiBruno, Jr.

100. DiBruno, Jr.'s, DiBruno, Sr.'s, Nick DiBruno's and Minges' false Representations were made with the intent to deceive Holland and Dimmette and to lure them into investing significant sums of money in DBM and KBR..

101. Holland and Dimmette actually relied on the DBM Representations and KBR Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges and their reliance on such Representations was justifiable.

102. Holland and Dimmette were actually deceived by the false DBM and KBR Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges, and Holland's and Dimmette's reliance was reasonable.

103. Holland and Dimmette could not have discovered that the DBM Representations and KBR Representations were false by the exercise of reasonable diligence.

104. DiBruno, Jr., DiBruno, Sr., Nick DiBruno and Minges concealed material facts about DBM and KBR, including that such entities were being utilized by the DiBrunos and others to defraud Holland and Dimmette out of significant sums of money, and no reasonable person would have known the DBM Representations and KBR Representations were false.

105. As a result of the DBM and/or KRB Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges, Holland and Dimmette invested in excess of \$1,000,000.00 in DBM and KBR, including certain loans.

106. The Defendants further perpetuated their fraud upon Holland and Dimmette via the DBM Diversion of Funds and the KBR Diversion of Funds.

107. As a direct and proximate result of the fraudulent DBM Representations and KBR Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges, and Holland's and Dimmette's reliance on such, as well as the DBM Diversion of Funds and KBR Diversion of Funds by all Defendants, Holland and Dimmette have been damaged in a sum in excess of \$10,000.00, plus punitive damages, interest thereon at the highest legal rate, court costs and attorneys' fees.

108. DBM and KBR are vicariously reliable under the doctrine of respondent superior for the actions and conduct of DiBruno, Jr. in his capacity as an officer of DBM and KBR.

109. As a direct and proximate result of the DBM Representations by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and Minges and the KBR Representations by DiBruno, Jr., DiBruno, Sr. and Minges, as well as the DBM Diversion of Funds and KBR Diversion of Funds, the Defendants are jointly and severally liable for Holland's and Dimmette's damages in excess of \$10,000.00, plus punitive damages, interest thereon at the highest legal rate allowed by law, court costs and attorneys' fees.

SIXTH CLAIM FOR RELIEF
(Negligent Misrepresentation Against All Defendants)

110. Paragraphs 1-109 above are hereby realleged and incorporated herein by reference.

111. DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges made the DBM Representations and KBR Representations to Holland and/or Dimmette and represented that such representations were true.

112. The DBM Representations and statements made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges and the KBR Representations made by DiBruno, Jr., DiBruno, Sr. and/or Minges were made for the guidance and reliance of Holland and Dimmette.

113. DiBruno, Jr., DiBruno, Sr., Nick DiBruno and Minges intended for Holland and Dimmette to rely on their representations as an inducement for Holland and Dimmette to invest in DBM and KBR.

114. The DBM Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges and the KBR Representations made by DiBruno, Jr., DiBruno, Sr. and/or Minges were false.

115. DiBruno, Jr.'s, DiBruno, Sr.'s, Nick DiBruno's and Minges' false representations were reasonably calculated to deceive Holland and Dimmette into investing in DBM and/or KBR and/or loaning money directly to DiBruno, Jr.

116. DiBruno, Jr., DiBruno, Sr., Nick DiBruno and Minges failed to exercise reasonable care or competence in communicating the DBM Representations and KBR Representations to Holland and Dimmette.

117. Holland and Dimmette actually relied on the DBM Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges and the KBR Representations made by DiBruno, Jr., DiBruno, Sr. and/or Minges as being accurate.

118. Holland's and Dimmette's reliance on the DBM Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges and the KBR Representations made by DiBruno, Jr., DiBruno, Sr. and/or Minges was reasonable and justifiable.

119. Holland and Dimmette could not have discovered that the DBM Representations and KBR Representations were false by the exercise of reasonable diligence.

120. DiBruno, Jr., DiBruno, Sr., Nick DiBruno and Minges concealed material facts about DBM and KBR, including that such entities were being utilized by the DiBrunos and others to defraud Holland and Dimmette out of significant sums of money, and no reasonable person would have known the DBM Representations and KBR Representations were false.

121. As a result of the DBM and/or KBR Representations made by DiBruno, Jr., DiBrunos, Sr., Nick DiBruno and/or Minges, Holland and Dimmette invested in excess of \$1,000,000.00 in DBM and KBR.

122. As a direct and proximate result of the DBM Representations and KBR Representations, and Holland's and Dimmette's reliance on such, as well as the DBM Diversion of Funds and KBR Diversion of Funds by all Defendants, Holland and Dimmette have been damaged in the sum in excess of \$10,000.00, plus interest thereon at the highest legal rate, court costs and attorneys' fees.

123. DBM and KBR are vicariously liable under the doctrine of respondent superior for the actions and conduct of DiBruno, Jr. in his capacity as an officer of DBM and KBR.

124. As a direct and proximate result of the DBM Representations by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges and the KBR Representations by DiBruno, Jr., DiBruno, Sr. and/or Minges, as well as the DBM Diversion of Funds and KBR Diversion of Funds, the Defendants are jointly and severally liable for Holland's and Dimmette's damages in excess of \$10,000.00, plus interest thereon at the highest legal rate, plus court costs and attorneys' fees.

SEVENTH CLAIM FOR RELIEF
(Breach of Fiduciary Duty Against All Defendants)

125. Paragraphs 1-124 above are hereby realleged and incorporated herein by reference.

126. Upon information and belief, DiBruno, Jr. was an "officer" and promoter of DBM, K.B. Records and Kolor Blynd Records, and by virtue of his position as an officer in those "companies", DiBruno, Jr. was in a position of trust and confidence with respect to those who invested in DBM, K.B. Records and/or Kolor Blynd Records, including Holland and Dimmette.

127. Upon information and belief, Nick DiBruno was an "officer" and promoter of DBM, K.B. Records and/or Kolor Blynd Records, and by virtue of his alleged position with those "companies", Nick DiBruno was in a position of trust and confidence with respect to those who invested in DBM, K.B. Records and/or Kolor Blynd Records, including Holland and Dimmette.

128. Upon information and belief, Lela DiBruno was an officer and/or promoter of DBM and by virtue of her alleged position as an officer and promoter of that shell "entity", Lela DiBruno was in a position of trust and confidence with respect to those who invested in DBM, including Holland and Dimmette.

129. Upon information and belief, DiBruno, Sr. acted in concert with DiBruno, Jr. to form and promote DBM, K.B. Records and/or Kolor Blynd Records and was instrumental in soliciting investors for those "entities", including Holland and Dimmette, and as such, DiBruno, Sr. was in a position of trust and confidence with respect to Holland and Dimmette.

130. Upon information and belief, Cecil Minges acted in concert with DiBruno, Jr. to promote DBM, K.B. Records and Kolor Blynd Records and was instrumental in soliciting investors for those "entities", including Holland and Dimmette, and as such, Cecil Minges was in a position of trust and confidence with respect to Holland and Dimmette.

131. Holland and Dimmette placed a special faith, trust and confidence in the Defendants.

132. The Defendants individually and jointly were required in equity and in good conscience to act in good faith and in due regard to the best interests and protection of Holland and Dimmette.

133. Under the guise of corporate officers, promoters, investors, colleagues, and/or co-shareholders, DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno and Minges, individually and jointly, won the trust and confidence of Holland and Dimmette.

134. Upon information and belief, DiBruno, Jr. DiBruno, Sr., Nick DiBruno, Lela DiBruno and Minges, individually and jointly, used their confidential relationship with Holland and Dimmette to lure Holland and Dimmette into investing significant sums of money in DBM and KBR and loaning significant sums of money to DiBruno, Jr.

135. Upon information and belief, after gaining and establishing the trust and confidence of Holland and Dimmette, Defendants DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno and Minges, individually and jointly, then abused this trust and confidence by stealing Holland's and Dimmette's money, converting Holland's and Dimmette's money for their own use and benefit and otherwise defrauding Holland and Dimmette.

136. The Defendants breached their fiduciary duties to Holland and Dimmette by taking advantage of their position of trust, by failing to exercise reasonable care as officers and promoters, by failing to safeguard and preserve assets and funds of DBM and KBR, by failing to provide accounting and financial statements, and by failing to advise Holland and Dimmette of material facts during the course of their relationship.

137. The foregoing acts and conduct of Defendants DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno and Minges, individually and jointly, resulted in the promotion of their own interest for their own benefit and to the detriment of Holland and Dimmette and in violation

of their fiduciary duties to Holland and Dimmette and in violation of the representations and promises made to Holland and Dimmette in order to lure them to invest in DBM and KBR.

138. As a direct and proximate result of DiBruno, Jr.'s, DiBruno, Sr.'s, Nick DiBruno's, Lela DiBruno's and Minges' breach of their fiduciary duties owed to Holland and Dimmette, Plaintiffs Holland and Dimmette have been damaged in a sum in excess of \$10,000.00, plus punitive damages, interest thereon at the highest legal rate, court costs and attorneys' fees.

139. DBM and KBR are vicariously liable for the actions and conduct of DiBruno, Jr. in his capacity as an officer of DBM and KBR, and DBM and KBR have ratified DiBruno, Jr.'s conduct.

140. As a direct and proximate result of the Defendants' breach of their fiduciary duties owed to Holland and Dimmette, the Defendants are jointly and severally liable to Holland and Dimmette for damages in excess of \$10,000.00, plus punitive damages, interest thereon at the highest rate allowed by law, court costs and attorneys' fees.

EIGHTH CLAIM FOR RELIEF
(Constructive Fraud Against All Defendants)

141. Paragraphs 1-140 above are hereby realleged and incorporated herein by reference.

142. Upon information and belief, DiBruno, Jr.'s, DiBruno, Sr.'s, Nick DiBruno's, Lela DiBruno's and Minges' actions and conduct, including, but not limited to:

- a. The DBM Representations falsely made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges;
- b. The KBR Representations falsely made by DiBruno, Jr., DiBruno, Sr., and/or Minges;
- c. The siphoning of funds, assets, benefits and other items of value from DBM and KBR, including Holland's and Dimmette's funds, for their own use and benefit;
- d. The DBM Diversion of Funds; and
- e. The KBR Diversion of Funds.

constitute breaches of their fiduciary duties and constructive fraud entitling Holland and Dimmette to recover actual damages excess of \$10,000.00, to be more specifically proven at trial, plus punitive damages, interest at the highest rate allowed by law, court costs and attorneys' fees.

143. DBM and KBR are vicariously liable for the actions and conduct of DiBruno, Jr. in the course of his business as an officer of DBM and KBR, and DBM and KBR ratified DiBruno, Jr.'s conduct.

144. As a direct and proximate result of the Defendants' constructive fraud, the Defendants are jointly and severally liable for Holland's and Dimmette's damages in excess of \$10,000.00, plus punitive damages, interest thereon at the highest rate allowed by law, court costs and attorneys' fees.

NINTH CLAIM FOR RELIEF
(Conversion Against All Defendants)

145. Paragraphs 1-144 above are hereby realleged and incorporated herein by reference.

146. Upon information and belief, the Defendants wrongfully assumed and exercised the rights of ownership over the funds invested by Holland and Dimmette.

147. Holland and Dimmette invested significant sums of money in DBM and KBR and loaned money to DiBruno, Jr. on the assumption that the DBM Representations and KBR Representations were true, when in fact those representations were false.

148. Holland and Dimmette did not invest the funds in DBM and KRB and/or loan money to DiBruno, Jr. so that those funds could be illegally diverted to other companies controlled by the DiBrunos and for the DiBrunos' own use and benefit.

149. Upon information and belief, the Defendants diverted the funds invested by Holland and Dimmette to themselves and other persons and entities to the exclusion of Holland's and Dimmette's rights in the funds.

150. The Defendants' assumption and exercise and control over the funds invested by Holland and Dimmette for their own personal use or for the use of "companies" controlled by the DiBrunos was not authorized by Holland and Dimmette.

151. The DBM Diversion of Funds and KBR Diversion of Funds was not authorized by Holland and Dimmette.

152. Plaintiffs Holland and Dimmette have the immediate right to possession of the funds invested in DBM and KBR and loans to DiBruno, Jr.

153. Plaintiffs Holland and Dimmette have made demand upon the Defendants to return such invested funds to them.

154. The Defendants are intentionally interfering with Plaintiff Holland's and Dimmette's ownership rights in such funds.

155. The Defendants refusal to return Plaintiff Holland's and Dimmette's personal property constitutes an exercise of ownership rights to the exclusion of Plaintiffs Holland and Dimmette.

156. The Defendants have acted willfully, maliciously, intentionally, recklessly, in wanton disregard of Plaintiff Holland's and Dimmette's rights to their funds.

157. As a direct and proximate result of the Defendants' conversion for their own use and benefit of Holland's and Dimmette's valuable assets, Holland and Dimmette have been damaged in an amount in excess of \$10,000.00, to be more specifically proven at trial, plus court costs and attorneys' fees.

TENTH CLAIM FOR RELIEF
(Civil Conspiracy Against All Defendants)

158. Paragraphs 1-157 above are hereby realleged and incorporated herein by reference.

159. Upon information and belief, the Defendants entered into an agreement to fraudulently obtain funds from Holland and Dimmette and to divert those funds to companies under the DiBrunos' control and/or for their own use and benefit.

160. Upon information and belief, the Defendants entered into an agreement to perpetuate the DBM Diversion of Funds and KBR Diversion of Funds.

161. Upon information and belief, the Defendants each took overt actions pursuant to and in furtherance of the common scheme that injured Holland and Dimmette.

162. As a result of said conspiracy, Holland and Dimmette have suffered damages in excess of \$10,000.00, to be more specifically proven at trial, plus punitive damages, court costs and attorney's fees.

ELEVENTH CLAIM FOR RELIEF
(State Securities Fraud Against All Defendants)

163. Paragraphs 1-162 above are hereby realleged and incorporated herein by reference.

164. N.C. Gen. Stat. § 78A-8 provides that it is unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly:

- a. To employ any device, scheme or artifice to defraud;
- b. To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or

- c. To engage in any act, practice or course of business which operates or would operate as a fraud or deceit upon any person.

165. The issuance of stock certificates by DiBruno, Jr. and KBR to Holland and Dimmette in return for investments in the company, along with the Promissory Notes executed by DiBruno, Jr. on behalf of himself and KBR, as well as the payback agreements executed by DiBruno, Jr. on behalf of himself and KBR, represent an evidence of indebtedness, investment contract or other similar agreement or arrangement constituting a security within the meaning of N.C. Gen. Stat. § 78A-2(11).

166. The issuance of certificates of interest or participation in mining rights in DBM to Holland and Dimmette, as well as certain other agreements executed by DiBruno, Jr., on behalf of himself and DBM, constitute a security within the meaning of N.C. Gen. Stat. § 78A-2(11).

167. Upon information and belief, Defendants DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno and Minges misrepresented material facts and/or concealed material facts, and they practiced fraud and/or deceit upon Plaintiffs Holland and Dimmette in connection with the offer, sale and/or purchase of securities by Holland and Dimmette, which conduct by DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno and Minges constitutes a violation of N.C. Gen. Stat. § 78A-8.

168. The KBR Representations and DBM Representations made by DiBruno, Jr., DiBruno, Sr., Nick DiBruno and/or Minges violate the North Carolina Securities Act.

169. KBR and DBM are vicariously liable for DiBruno, Jr.'s violations of the North Carolina Securities Act under the doctrine of respondent superior, and as a controlling person under N.C. Gen. Stat. § 78A-56(c).

170. As a result of the Defendants' violations of the North Carolina Securities Act, Holland and Dimmette have been damaged in an amount in excess of \$10,000.00, plus interest thereon at the highest rate allowed by law, court costs and attorneys' fees, pursuant to N.C. Gen. Stat. § 78A-56(a).

TWELFTH CLAIM FOR RELIEF
(Unfair and Deceptive Trade Practices Against the Defendants)

171. Paragraphs 1-170 above are hereby realleged and incorporated herein by reference.

172. The Defendants' actions and conduct, as described in preceding paragraphs, constitute Fraud.

173. The actions and conduct of the Defendants, as described in preceding paragraphs, were in and effecting commerce.

174. The actions and conduct of the Defendants, as described in preceding paragraphs, had a tendency or capacity to deceive and were unfair to Holland and Dimmette.

175. The actions and conduct of the Defendants, as described in preceding paragraphs, were and are immoral, unscrupulous, against public policy and substantially injurious to Holland and Dimmette.

176. As a result of their unfair actions and conduct, the Defendants have violated N.C. Gen. Stat. § 75-1.1, *et seq.* and are jointly and severally liable to Holland and Dimmette, entitling Holland and Dimmette to damages excess of \$10,000.00, to be more specifically proven at trial, plus treble damages, court costs and attorneys' fees.

THIRTEENTH CLAIM FOR RELIEF
(Racketeer Influenced and Corrupt Organizations Act "RICO")
(18 U.S.C. § 1962(b) and (c) Claim Against the DiBrunos)

177. Paragraphs 1-176 above are hereby realleged and incorporated herein by reference.

178. At all relevant times, the DiBrunos were "persons" within the meaning of RICO, 18 U.S.C. § 1961(3), each capable of holding a legal or beneficial interest in property.

179. At all relevant times, DBM, International Senatorial Committee, or in the alternative, an association of DBM and International Senatorial Committee were an "enterprise" within the meaning of 18 U.S.C. § 1961(4) that engaged in activities affecting interstate commerce.

180. At all relevant times, Kolor Blynd Records and K.B. Records, or in the alternative, an association of Kolor Blynd Records and K.B. Records were an "enterprise" within the meaning of 18 U.S.C. § 1961(4) that engaged in activities affecting interstate commerce.

181. Kolor Blynd Records and K.B. Records engaged in activities affecting interstate commerce by accepting funds transferred to them from other states, utilizing telephone and mail to obtain funds from other states, and in the case of K.B. Records, by operating offices and being engaged in the music production and distribution business in the United States, including the distribution of products and services across state lines.

182. DBM and International Senatorial Committee engaged in activities affecting interstate commerce by accepting funds transferred to them from other states, utilizing the telephone, mail and wire transfers to obtain funds from other states and sending correspondence via the mail across state lines regarding the alleged operations of DBM and International Senatorial Committee.

183. The DiBrunos devised a scheme and/or artifice to defraud Holland and Dimmette or to obtain money or property from Holland and Dimmette by means of false and fraudulent pretenses, representations or promises.

184. The DiBrunos each participated in this scheme and/or artifice to defraud Holland and Dimmette with the specific intent of diverting the funds sent by Holland and Dimmette to DBM and/or KBR, and otherwise defrauding Holland and Dimmette, as described in the preceding paragraphs.

185. As part of their scheme, the DiBrunos used interstate telephone, wire transfers and the U.S. mail in furtherance of their scheme or artifice to defraud Holland and Dimmette, and specifically, to perpetuate the DBM Diversion of Funds and KBR Diversion of Funds.

186. Upon information and belief, the DiBrunos' mailed through the U.S. mail dozens of pieces of correspondence, including stock certificates, and made dozens of telephone calls to illegally obtain funds from innocent investors. All of the correspondence and certificates and telephone calls were created, made, sent or induced by the DiBrunos' scheme to defraud investors.

187. Each of the mailings was an act of mail fraud in violation of 18 U.S.C. § 1341. Each of the acts of telephone communication and wire transfers was an act of wire fraud in violation of 18 U.S.C. § 1343.

188. The DBM Diversion of Funds and KBR Diversion of Funds were numerous acts of money laundering in violation of 18 U.S.C. § 1956 and acts relating to monetary transactions derived from specified unlawful activity in violation of 18 U.S.C. § 1957.

189. As a result, the DiBrunos engaged in numerous acts of mail fraud, wire fraud, money laundering and illegal monetary transactions over a several month period resulting in the commission of a continuous "pattern" of racketeering activity within the meaning of 18 U.S.C. § 1961(5).

190. Each act of mail fraud, wire fraud, money laundering and illegal monetary transactions caused separate and distinct harm to Holland and Dimmette.

191. K.B. Records, Kolor Blynd Records, DBM and/or International Senatorial Committee had their affairs advanced or benefited in some fashion, directly or indirectly, by the pattern of racketeering activity.

192. Through a pattern of racketeering activity, the DiBrunos acquired or maintained, directly or indirectly, an interest in or control of Kolor Blynd Records, K.B. Records, DBM and/or International Senatorial Committee all of which were engaged in, or the activities of which affect, interstate or foreign commerce, in violation of 18 U.S.C. § 1962(b).

193. Through a pattern of racketeering activity, the DiBrunos conducted or participated, directly or indirectly, in the conduct of DBM's, International Senatorial Committee's, Kolor Blynd Records' and/or K.B. Records' affairs, in violation of 18 U.S.C. § 1962(c).

194. As a direct and proximate result of the DiBrunos' violation of 18 U.S.C. § 1962(b) and (c), Holland and Dimmette have suffered loss of property, including at least \$1,000,000.00 in funds obtained by the DiBrunos through their fraud.

195. As a direct and proximate result of the DiBrunos' violation of 18 U.S.C. § 1962 (b) and (c), the DiBrunos are jointly and severally liable for Holland's and Dimmette's damages in excess of \$10,000.00, plus treble damages, court costs and attorneys' fees, pursuant to 18 U.S.C. § 1964(c).

FOURTEENTH CLAIM FOR RELIEF
(Racketeer Influenced and Corrupt Organizations Act "RICO")
(18 U.S.C. § 1962(a) Claim Against All Defendants)

196. Paragraphs 1-195 above are hereby realleged and incorporated herein by reference.

197. At all relevant times, K.B. Records, Kolor Blynd Records, DBM, International Senatorial Committee and the DiBrunos were "persons" within the meaning of 18 U.S.C. § 1961(3), each capable of holding a legal or beneficial interest in property.

198. As a result of a pattern of racketeering activity described above, International Senatorial Committee and the DiBrunos received income which, upon information and belief, the DiBrunos knowingly used in operating other businesses which affected interstate commerce, in violation of 18 U.S.C. § 1962(a).

199. Specifically, the DiBrunos diverted funds to themselves and to companies under their control and used some of the fraudulently obtained funds from Holland and Dimmette to purchase expensive vehicles, purchase jewelry, purchase guns, purchase plastic surgery services for acquaintances and divert money to acquaintances, all unrelated to the alleged businesses.

200. K.B. Records', Kolor Blynd Records', International Senatorial Committee's and the DiBrunos' use of the fraudulently obtained income in operating K.B. Records, Kolor Blynd Records and International Senatorial Committee directly harmed Holland and Dimmette because the use of such income allowed such "entities" to continue operating and to fraudulently obtain funds which were diverted for the DiBrunos' own use and benefit.

201. As a result of the DiBrunos', K.B. Records', Kolor Blynd Records' and International Senatorial Committee's use of investment of the income derived from a pattern racketeering activity, Holland and Dimmette have suffered losses in excess of \$1,000,000.00.

202. As a direct and proximate result of the Defendants' RICO violations described above, Holland and Dimmette have incurred damages in excess of \$10,000.00, plus treble damages, court costs and attorneys' fees, pursuant to 18 U.S.C. § 1964(c).

203. As a direct and proximate result of the Defendants' RICO violations described above, the Defendants are jointly and severally liable for Holland's and Dimmette's damages in

excess of \$10,000.00, plus treble damages, court costs and attorneys' fees, pursuant to 18 U.S.C. § 1964(c).

FIFTEENTH CLAIM FOR RELIEF
(Racketeer Influenced and Corrupt Organizations Act "RICO")
(18 U.S.C. § 1962(d) Claim Against the DiBrunos)

204. Paragraphs 1-203 above are hereby realleged and incorporated herein by reference.

205. Upon information and belief, the DiBrunos conspired with each other by agreeing to conduct and/or participate in the conduct of K.B. Records', Kolor Blynd Record's, DBM's and International Senatorial Committee's affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c).

206. Upon information and belief, the DiBrunos each agreed to become part of the conspiracy to violate RICO.

207. Upon information and belief, the DiBrunos agreed that one or more people would commit at least two predicate acts in furtherance of the pattern of racketeering activity.

208. As a result of the racketeering activity, Holland and Dimmette have suffered loss of property including at least \$1,000,000.00 in funds fraudulently obtained and converted for the use and benefit of the DiBrunos, K.B. Records, Kolor Blynd Records and/or International Senatorial Committee.

209. As a direct and proximate result of the DiBrunos' above-referenced violation of RICO, Holland and Dimmette are entitled to treble damages, court costs and attorneys' fees pursuant to 18 U.S.C. § 1964(c).

210. As a direct and proximate result of the DiBrunos' above-referenced violation of RICO, DiBrunos are jointly and severally liable for Holland's and Dimmette's damages in excess of \$10,000.00, plus treble damages, court costs and attorneys' fees pursuant to 18 U.S.C. § 1964(c).

SIXTEENTH CLAIM FOR RELIEF
(North Carolina Racketeer Influenced and Corrupt Organizations Act "NCRICO")
(N.C. Gen. Stat. § 75D-4 Claim Against DiBrunos)

211. Paragraphs 1-210 above are hereby realleged and incorporated herein by reference.

212. At all relevant times, the DiBrunos were "persons" within the meaning of NCRICO.

213. At all relevant times, DBM, International Senatorial Committee, or in the alternative, an association of DBM and International Senatorial Committee were an “enterprise” within the meaning of N.C. Gen. Stat. § 75D-3(a).

214. At all relevant times, Kolor Blynd Records and K.B. Records, or in the alternative, an association of Kolor Blynd Records and K.B. Records were an “enterprise” within the meaning of N.C. Gen. Stat. § 75D-3(a).

215. The DiBrunos devised a scheme and/or artifice to defraud Holland and Dimmette or to obtain money or property from Holland and Dimmette by means of false and fraudulent pretenses, representations or promises.

216. The DiBrunos each participated in this scheme and/or artifice to defraud Holland and Dimmette with the specific intent of diverting the funds sent by Holland and Dimmette to DBM and/or KBR, and otherwise defrauding Holland and Dimmette, as described in the proceeding paragraphs.

217. The DBM Diversion of Funds and KBR Diversion of Funds constitute numerous acts of money laundering, and thus a “pattern of racketeering activity” within the meaning of N.C. Gen. Stat. § 75D-3(b) and (c)(1)c and (c)(2).

218. The acts of mail fraud, wire fraud and other illegal monetary transactions described above also constitute a “pattern of racketeering activity” within the meaning of N.C. Gen. Stat. § 75D-3(b) and (c)(2).

219. K.B. Records, Kolor Blynd Records, DBM and/or International Senatorial Committee had their affairs advanced or benefited in some fashion, directly or indirectly, by the pattern of racketeering activity.

220. Through a pattern of racketeering activity, the DiBrunos acquired or maintained, directly or indirectly, an interest in or control of Kolor Blynd Records, K.B. Records, DBM and/or International Senatorial Committee, in violation of N.C. Gen. Stat. § 75D-4(a)(1).

221. Through a pattern of racketeering activity, the DiBrunos conducted or participated, directly or indirectly, in the conduct of DBM’s, International Senatorial Committee’s, Kolor Blynd Records’ and K.R. Records’ affairs, in violation of N.C. Gen. Stat. § 75D-4(a)(2).

222. The DiBrunos further conspired with one another to violate the provisions of N.C. Gen. Stat. § 75D-4(a)(1) and (2), in violation of N.C. Gen. Stat. § 75D-4(a)(3).

223. As a direct and proximate result of the DiBrunos’ violation of N.C. Gen. Stat. § 75D-4, Holland and Dimmette have suffered loss of property, including at least \$1,000,000.00 in funds illegally obtained by the DiBrunos through their fraud.

224. As a direct and proximate result of the DiBrunos' violation of N.C. Gen. Stat. § 75D-4, the DiBrunos are jointly and severally liable for Holland's and Dimmette's damages in excess of \$10,000.00, plus treble damages and attorneys' fees, pursuant to N.C. Gen. Stat. § 75D-8(c).

225. Concurrently with the filing of this Amended Complaint, Plaintiffs are notifying the North Carolina Attorney General in writing of the commencement of this action, in accordance with N.C. Gen. Stat. § 75D-8(c).

SEVENTEENTH CLAIM FOR RELIEF
(Piercing the Corporate Veil)

226. Paragraphs 1-225 above are hereby realleged and incorporated herein by reference.

227. Upon information and belief, during the relevant time frame, DBM and KBR failed to follow the corporate formalities necessary to operate DBM and KBR as corporations under North Carolina law.

228. Upon information and belief, during the relevant time frame, DBM and KBR were completely dominated and controlled by DiBruno, Jr., Nick DiBruno, DiBruno, Sr. and/or Lela DiBruno.

229. Upon information and belief, DiBruno, Jr.'s domination and control of DBM and KBR are so complete that DBM and KBR have no independent identity.

230. Upon information and belief, the DiBrunos used their control of DBM and KBR to commit a fraud or wrong upon Holland and Dimmette.

231. The DiBrunos are jointly and severally liable with DBM and KBR for any damages incurred by Holland and Dimmette in their dealings with DBM and KBR.

232. The DiBrunos, DBM and KBR are jointly severally liable to Holland and Dimmette for the causes of action set forth above.

EIGHTEENTH CLAIM FOR RELIEF
(Fraudulent Transfers Against All Defendants)

233. Paragraphs 1-232 above are hereby realleged and incorporated herein by reference.

234. Under N.C. Gen. Stat. § 39-23.1 *et seq.*, ("Uniform Fraudulent Transfer Act") a transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation with intent to hinder, delay or defraud any creditor of the debtor.

235. Under N.C. Gen. Stat. § 39-23.5(a), a transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

236. Under N.C. Gen. Stat. § 39-23.5(b), a transfer made by a debtor is avoidable as to a creditor whose claim arose before the transfer was made if the transfer is made to a insider for an antecedent debt, the debtor was insolvent at that time and the insider had reasonable cause to believe that the debtor was insolvent.

237. Upon information and belief, DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, Cecil Minges, KBR and DBM have all made fraudulent transfers to each other, to William Winters, to Jack Jones, and to other known and unknown third parties in violation of the Uniform Fraudulent Transfer Act.

238. KBR and DBM are vicariously liable for DiBruno, Jr.'s violation of the Uniform Fraudulent Transfer Act under the doctrine of respondent superior.

239. As a result of the DiBrunos', Minges', KBR's and DBM's violations of the Uniform Fraudulent Transfer Act, Holland and Dimmette are entitled to recover judgment from such Defendants, jointly and severally, for the value of the assets transferred or the amount necessary to satisfy Holland's and Dimmettes' claims, whichever is less, in accordance with N.C. Gen. Stat. § 39-23.8(b).

NINETEENTH CLAIM FOR RELIEF

(Judicial Dissolution of KBR and DBM Under N.G. Gen. Stat. § 55-14-30 *et seq.*)

240. Paragraphs 1-239 above are hereby realleged and incorporated herein by reference.

241. As a result of Holland and Dimmette each owning 16% of the shares of KBR and written agreements and promissory notes executed by DiBruno, Jr. and KBR in favor of Holland and Dimmette, Holland and Dimmette had reasonable expectations that they would, among other things:

- a. Each receive a percentage of the profits of KBR;
- b. Each receive 18.33% of the \$20 million dollar contract between Warner Bros. and/or Sony and KBR, for a total of \$3,666,000.00 each;
- c. Each receive a return of investment in KBR with interest of more than \$1,500,000.00;

- d. Each receive 10% of an \$800,000.00 net distribution contract regarding New August CDs for a total of \$80,000.00 each; and
- e. Each receive \$35,200.00 each for the second half of their portion of the sale of New August songs for certain movies;

242. As a result of Holland owning a 8.5% royalty interest/security in DBM and Dimmette owning a 7.5% royalty interest/security in DBM, as well as written agreements to pay back investments executed by DiBruno, Jr. and DBM in favor of Holland and Dimmette, Holland and Dimmette had reasonable expectations that they would, among other things:

- a. Holland would receive 8.5% of the value of the mining operations of DBM;
- b. Dimmette would receive 7.5% of the value of the mining operations of DBM;
- c. Holland would receive \$42.5 million and Dimmette would receive \$37.5 million from the \$500,000,000 sale of the mining rights; and
- d. Alternatively, Dimmette would receive \$9,375,000 and Holland would receive \$10,625,000 from the guaranteed \$125,000,000 non-refundable escrow account for the closing of the sale of mining rights.

243. The above-referenced expectations of Holland and Dimmette as minority shareholders of KBR and owners of securities of DBM were and are reasonable.

244. The above-referenced expectations of Holland and Dimmette as minority shareholders of KBR and owners of securities of DBM were known, should have been known and were assumed by DiBruno, Jr.

245. The above-referenced expectations of Holland and Dimmette as minority shareholders of KBR and owners of securities of DBM have been frustrated as a result of the acts and conduct of DiBruno, Jr., as set forth in the preceding paragraphs.

246. The frustration of Holland's and Dimmette's expectations were not Holland's and Dimmette's fault and was beyond their control.

247. Given all the facts and circumstances set forth in the preceding paragraphs, as well as the other facts and circumstances relevant to these claims, Holland and Dimmette are entitled to equitable relief.

248. Upon information and belief, the corporate assets of KBR and DBM are being misapplied or wasted.

249. Holland and Dimmette, as minority shareholders of KBR and owners of securities in DBM, are unable to remove DiBruno, Jr. as an officer of KBR and DBM.

250. Due to the inability of Holland and Dimmette to remove DiBruno, Jr. as an officer of KBR and DBM, Holland and Dimmette are unable to halt the aforesaid misapplication and waste of corporate assets.

251. As a result of the conduct of DiBruno, Jr., KBR and DBM as described in the preceding paragraphs, liquidation of KBR and DBM is reasonably necessary for the protection of the rights or interest of minority shareholders and security holders Holland and Dimmette, as set forth in N.C. Gen. Stat. § 55-14-30(2)(ii).

252. Defendants DiBruno, Jr., KBR and DBM have failed and refused to purchase Holland's and Dimmette's ownership interests in KBR and security interest in DBM for a fair and reasonable value.

253. The actual fair and reasonable value of KBR and DBM is not precisely known at this time.

254. Dissolution and liquidation of Defendants KBR and DBM are reasonably necessary for the protection of the rights and/or interest of minority shareholders and security interest holders Holland and Dimmette.

256. Holland and Dimmette are entitled to an order judicially dissolving KBR and DBM and directing that a receiver or receivers be appointed to liquidate their assets and windup their corporate affairs.

TWENTIETH CLAIM OF RELIEF
(Accounting and Inspection)

257. Paragraphs 1-256 above are hereby realleged and incorporated herein by reference.

258. Pursuant to the provisions of N.C. Gen. Stat. § 55-16-02, minority shareholders and security holders Holland and Dimmette are entitled to inspect and copy any and all corporate records of KBR and DBM, as set forth in N.C. Gen. Stat. §55-16-01, including, but not limited to, all accounting records, tax returns, financial statements, accounts receivable, minutes of all meetings of Shareholders and Board of Directors and records of all actions taken by the shareholders or Board of Directors without a meeting.

259. Minority shareholders and security holders Holland and Dimmette have and are hereby again making demand upon Defendants KBR and DBM that they be given complete access to and entitled to inspect and copy, during regular business hours at KBR's and DBM's principal offices, any and all accounting records, financial records, corporate records, and any other records or documentation maintained by KBR and DBM that relate in anyway to the claims and allegations set forth herein.

260. Further, as a result of the acts and conduct set forth in the preceding paragraphs, minority shareholders and security holders Holland and Dimmette are entitled to an accounting from DiBruno, Jr., KBR and DBM as to all sales, accounts receivable, breakdown of inventory, salaries, assets, liabilities, profits, dividends, compensations, benefits, expenses, insurance, expense reports, automobile reimbursements and reimbursements of any kind or any other money, benefits or things of value received by or given to DiBruno, Jr. or others from or in anyway stemming from KBR and DBM.

TWENTY-FIRST CLAIM FOR RELIEF
(Preliminary Injunction)

261. Paragraphs 1-260 above are hereby realleged and incorporated herein by reference.

262. Upon information and belief, Defendants, DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, Cecil Minges, KBR and DBM are secreting, depositing, removing and/or liquidating their assets with the intent to defraud the Plaintiffs.

263. Once the personal assets of DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, Cecil Minges, KBR and DBM are disbursed or secreted, Plaintiffs will have little recourse to recoup such losses and could endure further hardship.

264. Issuance of a temporary restraining order and preliminary injunction prohibiting DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, Cecil Minges, KBR and DBM from secreting, disposing of, transferring or hiding any funds or assets is necessary to protect the Plaintiffs' rights to that money during the pendency of this litigation and to maintain the status quo of the parties.

265. Based on the foregoing, the Court should grant Plaintiffs' Motion for Temporary Restraining Order and Preliminary Injunction against DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, Cecil Minges, KBR and DBM.

TWENTY-SECOND CLAIM FOR RELIEF
(Attachment)

266. Paragraphs 1-265 above are hereby realleged and incorporated herein by reference.

267. Upon information and belief, DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, KBR and DBM have removed or are about to remove personal assets from this State with the intent to defraud the Plaintiffs.

268. Upon information and belief, DiBruno, Jr., DiBruno, Sr., Nick DiBruno and Lela DiBruno intend to withdraw all money from their personal accounts and KBR's and DBM's

accounts at Bank of America with the intent to deprive the Plaintiffs of access to their assets and the assets of KBR and DBM with respect to any recovery herein.

269. DiBruno, Jr., DiBruno, Sr., Nick DiBruno and Lela DiBruno intend to sell their personal assets and the assets of KBR and DBM in order to pay creditors other than the Plaintiffs.

270. Due to the DiBrunos' intent to liquidate the assets of KBR and DBM and sell, dispose of, or secrete their personal assets to defraud the Plaintiffs, an order of attachment as to the DiBrunos', personal assets and the assets of KBR and DBM is necessary to prevent Defendants from wrongfully liquidating their interests in their assets during the pendency of this litigation, since it is property that may be subjected to the judgment obtained herein.

271. Based on the foregoing, the Court should order that assets of DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, KBR and DBM be attached in an attachment order which shall be filed with the Mecklenburg County Clerk of Superior Court in the judgment books to evidence such attachment of the assets of the DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, KBR and DBM as described in Plaintiffs' Motion for Attachment filed on the same date herein.

WHEREFORE, Plaintiffs pray the Court as follows:

1. Alternatively, Plaintiffs have and recover judgment against Defendants DiBruno, Jr., DiBruno, Sr., KBR and DBM, jointly and severally, for \$1,800,000.00, plus interest for breach of the Settlement Agreement;
2. Plaintiff Dimmette have and recover judgment against Defendants DiBruno, Jr. and DBM, jointly and severally, in the principal amount of \$150,000.00, plus interest from the date of breach, for breach of Promissory Note No. 1;
3. Plaintiffs have and recover judgment against DiBruno, Jr. and KBR, jointly and severally, in the principal amount of \$1,800,000.00, plus interest from the date of breach until paid, resulting from such Defendants' breach of Agreement No. 1;
4. Plaintiffs have and recover judgment against DiBruno, Jr. and KBR, jointly and severally in the principal amount of \$300,000.00, plus interest from the date of breach until paid, resulting from such Defendants breach of Agreement No. 2;
5. Plaintiffs have and recover judgment against all the Defendants, jointly and severally, in an amount in excess of \$10,000.00, plus punitive damages, interest and attorneys' fees resulting from the fraud committed by the Defendants;
6. Plaintiffs have and recover judgment against the Defendants, jointly and severally, in an amount in excess of \$10,000.00, plus interest and attorneys' fees resulting from the negligent misrepresentations committed by the Defendants;

7. Plaintiffs have and recover judgment against the Defendants, jointly and severally, in an amount in excess of \$10,000.00, plus punitive damages, interest at the highest rate allowed by law, court costs and attorneys' fees resulting from such Defendants' breach of their fiduciary duties;

8. Plaintiffs have and recover judgment against the Defendants, jointly and severally, in an amount in excess of \$10,000.00, plus punitive damages, interest, court costs and attorneys' fees resulting from the constructive fraud committed by the Defendants.

9. Plaintiffs have and recover judgment against the Defendants, jointly and severally, in an amount in excess of \$10,000.00, plus interest resulting from the conversion committed by the Defendants;

10. Plaintiffs have and recover judgment against the Defendants, jointly and severally, in an amount in excess of \$10,000.00, plus punitive damages, court costs and attorneys' fees resulting from the Defendants' civil conspiracy;

11. Plaintiffs have and recover judgment against the Defendants, jointly and severally, in an amount in excess of \$10,000.00, plus interest, court costs and attorneys' fees resulting from the Defendants' violations of the North Carolina Securities Act;

12. Plaintiffs have and recover from Defendants, jointly and severally, actual damages in excess of \$10,000.00 on account of the Defendants' unfair and deceptive trade practices, plus treble damages, court costs and attorneys' fees pursuant to N.C. Gen. Stat. § 75-1.1 *et seq.*;

13. Plaintiffs have and recover a judgment against the DiBrunos, jointly and severally for an amount in excess of \$10,000.00, plus treble damages, court costs and attorneys' fees as a result of the DiBrunos' violation of 18 U.S.C. § 1962(b) and (c), and in accordance with 18 U.S.C. § 1964(c);

14. Plaintiffs have and recover judgment against the Defendants, jointly and severally in an amount in excess of \$10,000.00, plus treble damages, court costs and attorneys' fees, as a result of Defendants violation of 18 U.S.C. § 1962(a), and in accordance with 18 U.S.C. § 1964(c);

15. Plaintiffs have and recover judgment against the DiBrunos, jointly and severally in an amount in excess of \$10,000.00, plus treble damages, court costs and attorneys' fees resulting from the Defendants' violation of 18 U.S.C. § 1962(d), and in accordance with 18 U.S.C. § 1964(c);

16. Plaintiffs have and recover judgment against the DiBrunos, jointly and severally, in an amount in excess of \$10,000.00, plus treble damages and attorneys' fees, resulting from Defendants' violation of N.C. Gen. Stat. § 75D-4, and in accordance with N.C. Gen. Stat. § 75D-8(c);

17. Plaintiffs have and recover judgment against the DiBrunos, jointly and severally, in an amount in excess of \$10,000.00, plus punitive damages and attorneys' fees, resulting from piercing the corporate veil such that the DiBrunos are jointly and severally liable with DBM and KBR for damages incurred by Holland and Dimmette;

18. Plaintiffs have and recover a judgment against the Defendants, jointly and severally, for the value of assets transferred to themselves or third parties or the amount necessary to satisfy Holland's and Dimmette's claims in excess of \$10,000.00, for the Defendants' violation of the Uniform Fraudulent Transfers Act;

19. Plaintiffs have and recover a judgment or order directing that Defendants KBR and DBM be dissolved and appointed a receiver for the liquidation of its assets and the winding up of its affairs;

20. Plaintiffs have and recover an accounting from Defendants DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, Minges, KBR and DBM of all corporate and financial records of KBR and DBM and for all profits, corporate assets, compensation, expenses and other benefits received by DiBruno, Jr., DiBruno, Sr., Minges and others from KBR and DBM;

21. The Court grant the Plaintiffs' Motion for Preliminary Injunction to protect the status quo of the parties by preventing Defendants DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno, Minges, KBR and DBM from secreting, disposing of or transferring assets until the issue of ownership of such assets has been conclusively determined by a court of law pending the resolution of this lawsuit;

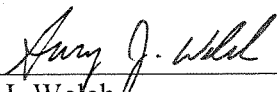
22. The Court enter an order that the assets of DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno DBM and KBR be attached and an Attachment Order shall be filed with the Mecklenburg County Clerk of Superior Court in the judgment books to evidence such Attachment of the assets of DiBruno, Jr., DiBruno, Sr., Nick DiBruno, Lela DiBruno DBM and KBR;

23. The costs of this action be charged against the Defendants;

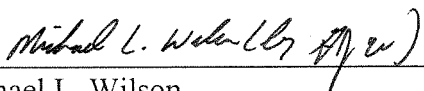
24. All issues of fact be determined by a jury; and

25. Such other and further relief as the Court may deem just and proper.

Respectfully submitted this 29th day of September, 2004.



Gary J. Welch
N.C. State Bar No. 21297



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Attorneys for the Plaintiffs

CERTIFICATE OF SERVICE

I, Gary J. Welch, counsel for the Plaintiffs herein, do hereby certify that I have caused a copy of the foregoing Amended Complaint to be served by United States First Class Mail, postage pre-paid, on all counsel of record, in envelopes addressed as follows:

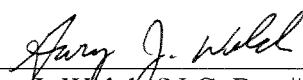
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This the 29th day of September, 2004.



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