

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON
 IN THE COURT OF COMMON PLEAS
 I'ON ASSEMBLY, INC., AND BRAD J. WALBECK
 AND LEA ANN ADKINS, INDIVIDUALLY AND
 DERIVATIVELY ON BEHALF OF I'ON
 ASSEMBLY, INC.
 PLAINTIFF(S)

JUDGMENT IN A CIVIL CASE
 CASE NO. 2010- CP-10-10490
 THE I'ON COMPANY, LLC, THE I'ON CLUB,
 LLC, THE I'ON GROUP, LLC F/K/A CIVITAS,
 LLC AND I'ON REALTY, LLC
 DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

FILED
 2014 AUG 11 PM 4:25
 CLERK OF COURT
 JULEY ARMSTRONG

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: As to the cause of action for

- Interstate Land Sales Act (ILSA): judgment in favor of Brad J. Walbeck in the amount of \$1.00; for the defendants on Lea Ann Adkins' ILSA claim;
- Breach of Contract: Judgment in favor of the I'On Assembly in the amount of \$1,000,000.00; judgment in favor of Walbeck in the amount of \$10,000.00; for the defendants on Adkins' contract claim;
- Breach of Fiduciary Duty: Judgment in favor of the I'On Assembly in the amount of \$1,750,000.00;
- Fraud: For the defendants;
- Negligent Misrepresentation: Judgment in favor of the I'On Assembly in the amount of \$1,000,000.00; judgment in favor of Walbeck in the amount of \$20,000.00; for the defendants on Adkins' claim; and
- South Carolina Unfair Trade Practices Act: For the defendants.

The jury further found that the defendants' conduct was reckless, willful and/or wanton, but declined to award punitive damages. Plaintiff I'On Assembly elected to recover on the cause of action for breach of fiduciary duty. Plaintiff Brad Walbeck elected to recover on the cause of action for negligent misrepresentation.

ORDER INFORMATION

This order ends does not end the case.

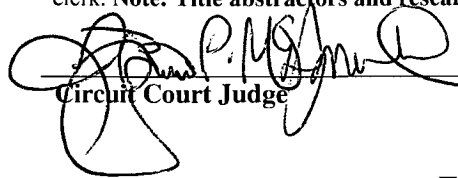
Additional Information for the Clerk : See attached Verdict Forms

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
The I'On Assembly	The I'On Company, LLC, The I'On Club, LLC, The I'On Group, LLC F/K/A Civitas, LLC And I'On Realty, LLC	\$1,750,000.00
Brad J. Walbeck	The I'On Company, LLC, The I'On Club, LLC, The I'On Group, LLC F/K/A Civitas, LLC And I'On Realty, LLC	\$20,000.00
If applicable, describe the property, including tax map information and address, referenced in the order:		

RAM

N/A

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**


Circuit Court Judge

2163
Judge Code

8/11/2014
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Justin Lucey; Joshua Evans; Dabny Lynn;
Timothy Bouch; Yancey McLeod

ATTORNEY(S) FOR THE PLAINTIFF(S)

Brian Duffy; J. Rutledge Young; Seth Whitaker

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Sharon Vizer

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2010-CP-10-10490

PON ASSEMBLY, INC., and BRAD J.
WALBECK and LEA ANN ADKINS,
individually and derivatively on behalf of
PON ASSEMBLY, INC.,

Plaintiffs,

v.

VERDICT FORM

THE PON COMPANY, LLC, THE PON
CLUB, LLC, THE PON GROUP, LLC
F/K/A CIVITAS, LLC, and PON REALTY,
LLC,

Defendants.

WE, THE JURY, UNANIMOUSLY FIND AS FOLLOWS:

STATUTE OF LIMITATIONS

Question No. 1: What is the date that the POn Assembly knew or reasonably should have known of the existence of a claim against the Defendants regarding ownership of a Community Dock?

Insert date: August 5, 2009

Question No. 2: What is the date that the POn Assembly knew or reasonably should have known of the existence of a claim against the Defendants regarding ownership of a Creekside Park?

Insert date: August 5, 2009

Question No. 3: What is the date that Lea Ann Adkins knew or reasonably should have known of the existence of a claim against the Defendants regarding ownership of a Community Dock?

Insert date: August 5, 2009

Question No. 4: What is the date that Lea Ann Adkins knew or reasonably should have known of the existence of a claim against the Defendants regarding ownership of a Creekside Park?

Insert date: AUGUST 5, 2009

Question No. 5: What is the date that Brad Walbeck knew or reasonably should have known of the existence of a claim against the Defendants regarding ownership of a Community Dock?

Insert date: AUGUST 5, 2009

Question No. 6: What is the date that Brad Walbeck knew or reasonably should have known of the existence of a claim against the Defendants regarding ownership of a Creekside Park?

Insert date: AUGUST 5, 2009

Question No. 7: Did the parties intend to create a sealed instrument?

Yes X No _____

INTERSTATE LAND SALES ACT

Question No. 8: Do you find in favor of Lea Ann Adkins as to her claim for violation of the Interstate Land Sales Act?

Yes _____ No X

Question No. 9: If you answered "Yes," write the amount of damages to be awarded to Lea Ann Adkins: _____

Question No. 10: Do you find in favor of Brad Walbeck as to his claim for violation of the Interstate Land Sales Act?

Yes X No _____

Question No. 11: If you answered "Yes," write the amount of damages to be awarded to Brad Walbeck: \$1.00

BREACH OF CONTRACT

Question No. 12: Do you find in favor of The P'On Assembly as to its claim for breach of contract?

Yes X No _____

Question No. 13: If you answered "Yes," write the amount of damages to be awarded to The P'On Assembly: \$1,000,000

Was the breach of contract accompanied by a fraudulent act?

Yes _____ No X

Question No. 14: Do you find in favor of Lea Ann Adkins as to her claim for breach of contract?

Yes _____ No X

Question No. 15: If you answered "Yes," write the amount of damages to be awarded to Lea Ann Adkins: _____

Was the breach of contract accompanied by a fraudulent act?

Yes _____ No _____

Question No. 16: Do you find in favor of Brad Walbeck as to his claim for breach of contract?

Yes X No _____

Question No. 17: If you answered "Yes," write the amount of damages to be awarded to Brad Walbeck: \$10,000

Was the breach of contract accompanied by a fraudulent act?

Yes _____ No X

BREACH OF FIDUCIARY DUTY

Question No. 18: Do you find in favor of The P'On Assembly as to its claim for breach of fiduciary duty?

Yes X No _____

Question No. 19: If you answered "Yes," write the amount of damages to be awarded to The P'On Assembly: \$1,750,000

FRAUD

Question No. 20: Do you find in favor of The P'On Assembly as to its claim for fraud?

Yes _____ No X

Question No. 21: If you answered "Yes," write the amount of damages to be awarded to The P'On Assembly: _____

Question No. 22: Do you find in favor of Lea Ann Adkins as to her claim for fraud?

Yes _____ No X

Question No. 23: If you answered "Yes," write the amount of damages to be awarded to Lea Ann Adkins: _____

Question No. 24: Do you find in favor of Brad Walbeck as to his claim for fraud?

Yes _____ No X

Question No. 25: If you answered "Yes," write the amount of damages to be awarded to Brad Walbeck: _____

NEGLIGENT MISREPRESENTATION

Question No. 26: Do you find in favor of The P'On Assembly as to its claim for negligent misrepresentation?

Yes X No _____

Question No. 27: If you answered "Yes," write the amount of damages to be awarded to The P'On Assembly: \$1,000,000

Question No. 28: Do you find in favor of Lea Ann Adkins as to her claim for negligent misrepresentation?

Yes _____ No X

Question No. 29: If you answered "Yes," write the amount of damages to be awarded to Lea Ann Adkins: _____

Question No. 30: Do you find in favor of Brad Walbeck as to his claim for negligent misrepresentation?

Yes X No _____

Question No. 31: If you answered "Yes," write the amount of damages to be awarded to Brad Walbeck: \$ 20,000

SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT

Question No. 32: Do you find in favor of Lea Ann Adkins as to her claim for violation of the South Carolina Unfair Trade Practices Act?

Yes _____ No X

Question No. 33: If you answered "Yes," write the amount of damages to be awarded to Lea Ann Adkins: _____

Question No. 34: Was the violation willful or knowing?

Yes _____ No _____

Question No. 35: Do you find in favor of Brad Walbeck as to his claim for violation of the South Carolina Unfair Trade Practices Act?

Yes _____ No X

Question No. 36: If you answered "Yes," write the amount of damages to be awarded to Brad Walbeck: _____

Question No. 37: Was the violation willful or knowing?

Yes: _____

No: _____

Question No. 38: If you found in favor of one or more of the Plaintiffs as to any cause of action set forth above, please address the following question:

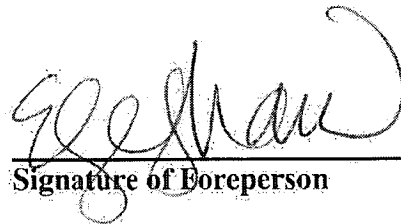
Was Defendants' conduct reckless, willful and/or wanton?

Yes X _____

No _____

Please sign and date the verdict form.

August 1, 2014
Date


Signature of Foreperson

State of South Carolina

County of Charleston

In the Court of Common Pleas
Ninth Judicial Circuit
Civil Action No. 2010-CP-10-10490

I'on Assembly, Inc., and Brad J.
Walbeck and Lea Ann Adkins,
Individually and derivatively on
behalf of I'on Assembly, Inc.,

Plaintiffs,

v.

Verdict Form

The I'on company, LLC, The I'on
Club, LLC, The I'on Group, LLC
f/k/a Civitas, LLC, and I'on Realty,
LLC,

Defendants.

1. With regard to Plaintiff I'On Assembly's claim for punitive damages on its Breach of
Fiduciary Duty cause of action, we the jury, by clear and convincing evidence,
unanimously find that plaintiff is:

Not entitled to punitive damages

Entitled to punitive damages in the amount of:

\$ _____ Punitive Damages
(Clear and Convincing Evidence)

2. With regard to Plaintiff Brad Walbeck's claim for punitive damages on his Negligent Misrepresentation cause of action, we the jury, by clear and convincing evidence, unanimously find that plaintiff is:

X Not entitled to punitive damages

_____ Entitled to punitive damages in the amount of:

\$ _____ Punitive Damages
(Clear and Convincing Evidence)

Please sign and date the verdict form.

August 2, 2014
Date

[Signature]
Signature of Foreperson