

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
17 CVS 8585

LEE INSURANCE FINANCIAL  
SERVICES, INC., MILLARD C. LEE  
and BRADLEY LEE,

Plaintiffs,

v.

BEMBRIDGE INSURANCE  
AGENCIES, INC., STEVEN L.  
BEMBRIDGE and NATIONWIDE  
MUTUAL INSURANCE COMPANY,

Defendants.

**REVISED ORDER REGARDING  
DESIGNATION**

THIS MATTER is before the Court pursuant to the August 25, 2017 order of Chief Justice Mark Martin of the North Carolina Supreme Court (“Determination Order”), which directs the undersigned to determine whether this action has been properly designated as a mandatory complex business cause under N.C. Gen. Stat. § 7A-45.4(a) (2015).

Defendant Nationwide contends that this case is properly designated pursuant to N.C. Gen. Stat. § 7A-45.4(a) (1) and (5).

A matter falls within the scope of subsection (a)(1) if there is a material issue related to a dispute involving the law governing corporations. N.C. Gen. Stat. § 7A-45.4(a)(1) (2015). A matter falls within the scope of subsection (a)(5) if there is a material issue involving a dispute regarding the use or performance of intellectual property, including computer software or data. *Id.* § 7A-45.4(a)(5).

First, the Court addresses Nationwide's contention that designation is proper under section 7A-45.4(a)(1) because the underlying claims require determining the rights and duties of the parties relative to the asset purchase agreement between two corporations. Plaintiffs in this action assert claims for an accounting, breach of contract, quantum meruit, constructive or resulting trust, tortious interference with contract, conversion, unfair and deceptive trade practices, and slander *per se*. While all of these claims are based on the underlying asset purchase agreement between Lee Insurance & Financial Services, Inc. and Bembridge Insurance Agencies, Inc., they do not involve any questions regarding the law governing corporations. Instead, these claims are typical contract disputes. Therefore, the Court concludes that this action does not involve a material issue related to disputes regarding the law governing corporations and is not properly designated as a mandatory complex business case under section 7A-45.4(a)(1).

Next, the Court addresses Nationwide's contention that designation is proper under section 7A-45.4(a)(5) because the underlying claims regard allegations that Defendants used software to improperly forge documents. While section 7A-45.4(a)(5) is construed broadly, none of the claims in this action are directly related to the software itself. Instead, the alleged use of the DocuSign software is merely an incidental allegation of the underlying claims for breach of contract and unfair and deceptive trade practice. Therefore, the Court concludes that this action does not involve a dispute regarding the use or performance of intellectual property

and is not properly designated as a mandatory complex business case. *Id.*  
§ 7A-45.4(a)(5).

Accordingly, this case should proceed to the regular civil docket of the Wake  
County Superior Court.

IT IS SO ORDERED, this the 6th day of September, 2017.

*/s/ James L. Gale*

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James L. Gale  
Chief Business Court Judge