

STATE OF NORTH CAROLINA

COUNTY OF STANLY

VOX INSIGHTS, LLC,

*Plaintiff,*

v.

MARK KEITH ROBINSON FOR NC A/K/A  
FRIENDS OF MARK ROBINSON, a  
political candidate committee,

*Defendant.*

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

24-CVS-\_\_\_\_\_

24CV001980-830

**VERIFIED COMPLAINT, MOTION  
FOR TEMPORARY RESTRAINING  
ORDER, and MOTION FOR  
PRELIMINARY INJUNCTION  
(Jury Trial Demanded)**

NOW COMES Plaintiff Vox Insights, LLC (“Vox” or “Plaintiff”), by and through undersigned counsel, complaining of Defendant Mark Keith Robinson for NC a/k/a Friends of Mark Robinson (“FOMR”) as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff is a limited liability company organized and existing under the laws of the State of Wyoming with its principal office located in Sheridan, Sheridan County, Wyoming.
2. FOMR is a properly registered North Carolina political candidate committee operating for the benefit of Mark Keith Robinson (“Mr. Robinson”).
3. Alternatively, to the extent FOMR is not a properly registered political candidate committee, upon information and belief, FOMR is an unincorporated association or general partnership comprised of one or more individuals who are citizens and residents of the State of North Carolina.
4. FOMR’s principal place of business is Stanly County, North Carolina and, upon information and belief, the Contract that is the subject matter of this action was formed in

North Carolina, causing Stanly County to be a proper venue to adjudicate this action pursuant to N.C. Gen. Stat. §§ 1-79, 22B-3.

### FACTS

5. The allegations in the preceding paragraphs are realleged and incorporated by reference as though fully set forth herein.

6. Plaintiff is in the business of furnishing polling data and related information to political candidate committees and candidates for public office.

7. Plaintiff entered into a contract (the “Contract”) with FOMR on September 13, 2024, whereby Plaintiff agreed to furnish certain polling results (the “Services”) to FOMR in exchange for monetary compensation.

8. Upon information and belief, Conrad Pogorzelski III (“Mr. Pogorzelski”), a General Consultant for FOMR, duly executed the Contract on behalf of FOMR while he was physically located in North Carolina.

9. Mr. Pogorzelski’s signature was the last act necessary to make the Contract binding upon Plaintiff and FOMR.

10. On or about September 18, 2024, Plaintiff, by and through its parent company, IFA Holdings, LLC d/b/a Cygnal (“Cygnal”), furnished an invoice (the “Invoice”) in the amount of \$114,000.00 to FOMR for the Services rendered pursuant to the Contract.

11. Plaintiff performed the Services in a good and workmanlike manner and Defendant lacks any basis to withhold payment for the Invoice under the Contract.

12. Per the terms of the Contract, FOMR was required to pay the Invoice within thirty (30) days.

13. To date, FOMR has failed or otherwise refused to pay the Invoice.

14. The Invoice is a legitimate and payable expense of the FOMR pursuant to N.C. Gen. Stat. § 163-278.16B.

15. FOMR operates with and for the purpose to support the election of Mark Robison as Governor of North Carolina in the 2024 election.

16. Upon information and belief, FOMR does not intend to pay Plaintiff prior to Election Day, November 4, 2024.

17. Upon information and belief, FOMR is not capitalized to pay its debts, including its debt to Plaintiff, after Election Day and will not be able to raise sufficient funds to satisfy its creditors.

18. Upon information and belief, Plaintiff will be unable to collect the due amount without interlocutory relief from the Court.

**FIRST CAUSE OF ACTION**  
(Breach of Contract)

19. The allegations in the preceding paragraphs are realleged and incorporated by reference as though fully set forth herein.

20. The Contract is a valid and enforceable agreement between Plaintiff and FOMR.

21. Plaintiff has satisfied all requirements and conditions precedent necessary under the Contract to receive payment for the Services.

22. Payment of the Invoice is permissible under N.C. Gen. Stat. § 163-278.16B.

23. Without excuse or justification, FOMR has failed or otherwise refused to pay the Invoice.

24. FOMR's failure to pay the Invoice within 30 days is a material breach of the Contract.

25. As a direct and proximate result of FOMR's breach of Contract, Plaintiff has been damaged in an amount to be proven at trial but believed to be in excess of \$25,000.00 plus costs, attorneys' fees, and interest as allowed by law.

**SECOND CAUSE OF ACTION**  
(Constructive Trust)

26. The allegations in the preceding paragraphs are realleged and incorporated by reference as though fully set forth herein.

27. FOMR has received contributions from supporters for the payment of expenses related to its campaign to elect Mark Robinson to public office. See N.C. Gen. Stat. § 163 art. 22A.

28. Plaintiff is one of the vendors that FOMR's supporters intended to benefit by giving their contributions as Plaintiff provided polling services for FOMR to formulate strategy in its election campaign.

29. Those contributions were and have been delivered to FOMR.

30. Despite receiving contributions sufficient to pay Plaintiff, FOMR has failed to pay Plaintiff.

31. As a result, Plaintiff has been deprived of its beneficial interest in the contribution for payment of the Invoice, which Plaintiff is entitled to recover.

32. Therefore, Plaintiff prays the Court for an Order issuing a Constructive Trust upon contributions sufficient to satisfy FOMR's liability to Plaintiff.

**THIRD CAUSE OF ACTION**  
(An Alternative Claim for Unjust Enrichment)

33. The allegations in the preceding paragraphs are realleged and incorporated by reference as though fully set forth herein.

34. If and in the event the Court concludes that the Contract is not a valid or enforceable contract, then and in that event, Plaintiff pleads the following in the alternative:

35. Plaintiff rendered the Services to Defendant.

36. The Services had some value to Defendant.

37. At the time the Services were rendered, Plaintiff expected Defendant to pay for the same.

38. Plaintiff's expectation that Defendant would pay for the Services was and is reasonable.

39. Defendant received the Services with the knowledge or reason to know that Plaintiff expected to be paid.

40. Defendant voluntarily accepted the Services after having a realistic opportunity to refuse the same.

41. Defendant benefited from the Services provided by Plaintiff.

42. Defendant has failed or refused to pay Plaintiff in full for the Services.

43. Defendant has been unjustly enriched, and Plaintiff has been damaged, in an amount to be proven at trial but believed to be in excess of \$25,000.00 plus costs, attorneys' fees, and interest as allowed by law.

**MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY  
INJUNCTION**

NOW COMES Plaintiff Vox Insights, LLC ("Plaintiff"), by and through undersigned Counsel, pursuant to Rule 65 of the North Carolina Rules of Civil Procedure, moving this Court for entry of a Temporary Restraining Order and a subsequent corresponding Preliminary Injunction against Defendant Mark Keith Robinson for NC a/k/a Friends of Mark Robinson ("FOMR") mandating that Defendant hold or otherwise retain sufficient monies to satisfy any judgment Plaintiff may obtain against Defendant in the above captioned lawsuit. In support thereof, Plaintiff shows the Court as follows:

1. The allegations in the foregoing Complaint are restated and incorporated by reference as though fully set forth herein.

2. Defendant's operations are in support of Mark Robinson's ("Mr. Robinson") candidacy for Governor of North Carolina in the 2024 election.
3. Election Day for the 2024 election is Tuesday November 5, 2024 ("Election Day").
4. Upon information and belief, Defendant intends to use all monies currently in its custody or control by Election Day in furtherance of Mr. Robinson's campaign for Governor of North Carolina.
5. As such, there is an immediate risk of irreparable injury, loss, or damage to Plaintiff that Defendant will exhaust all monies in its custody or control in furtherance of Mr. Robinson's gubernatorial campaign prior to an adjudication of the merits of this lawsuit and, therefore, have no remaining monies to pay any judgment Plaintiff may obtain in this litigation.
6. Per Rule 65(b) of the North Carolina Rules of Civil Procedure, no efforts have been made to give notice to Defendant regarding the Motion for Temporary Restraining Order because such notice would only serve to hasten Defendant's efforts to spend monies in furtherance of Mr. Robinson's gubernatorial campaign which, in turn, would prejudice Plaintiff's ability to recover its monies owed in this litigation.

WHEREFORE, Plaintiff prays unto the Court for the following relief:

1. That Plaintiff have and recover a money judgment against Defendant in an amount to be proven at trial but believed to be in excess of \$25,000.00;
2. For the appointment of a receiver or creation of a constructive trust upon funds to ensure Plaintiff's recovery can be had;
3. For entry of a Temporary Restraining Order mandating that Defendant hold or otherwise maintain sufficient monies to pay off any judgment Plaintiff may obtain in this action;

4. For entry of a Preliminary Injunction extending the Temporary Restraining Order sought by Plaintiff for the duration of this litigation;
5. For an award of pre-judgment and post-judgment interest, at the legal rate, from the date the Contract was breached until the date the judgment is paid;
6. That Plaintiff's reasonable attorneys' fees and court costs be taxed against Defendant to the maximum extent permissible at law;
7. For a trial by jury on all issues so triable; and
8. For such other relief as the Court deems just and proper.

THIS the 28<sup>th</sup> day of October, 2024.

**MICHAEL BEST & FRIEDRICH, LLP**

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