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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA26-480

Filed 18 November 2026

Rockingham County, No. 23CVS001826-780

MOHAMMAD MANSHA and ROSHAN OF GASTON, LLC, Plaintiffs,

v.

VIPULKUMAR PATEL and PRAMUKH A HOSPITALITY, LLC, Defendants.

Appeal by defendants from judgment entered 19 November 2025 by Judge Jason E. Ramey in Rockingham County Superior Court. Heard in the Court of Appeals 14 October 2026.

Gravitt Law Group, PLLC, by Jeremy R. Swindlehurst and Cynthia Swindlehurst, for plaintiffs-appellees.

Law Office of Mark L. Hayes, by Mark L. Hayes, for defendants-appellants.

FLOOD, Judge.

Defendants Vipulkumar Patel ("Vipul") and Pramukh A Hospitality, LLC, appeal from the trial court's judgment denying their motion for judgment notwithstanding the verdict ("JNOV"). On appeal, Defendants argue that the trial court erred by denying their motion, arguing Plaintiffs Mohammad Mansha ("Mansha") and Roshan of Gaston, LLC, failed to present sufficient evidence of

compensatory damages and that Plaintiffs reasonably relied on any alleged misrepresentation. After careful review, we hold that Defendants failed to preserve the issue of damages for review, where Defendants' initial motion for directed verdict failed to specifically assert that they were challenging the sufficiency of the evidence as to damages. Moreover, the trial court correctly denied Defendants' motion for JNOV, where there was sufficient evidence that Plaintiffs reasonably relied on Defendants' misrepresentation. Accordingly, we affirm the trial court's judgment.

I. Factual and Procedural Background

In July of 2021, Plaintiff Mansha, who is the owner of Plaintiff Roshan of Gaston, LLC, decided to buy a hotel. Plaintiff Mansha knew that one of his family friends had recently purchased a hotel, so he had his son, Zeeshan Ansar, ask their family friend how he acquired the hotel. The family friend then connected Zeeshan with Defendant Vipul, who is the managing member and owner of Defendant Pramukh A Hospitality, LLC.

On 15 October 2021, Defendant Vipul sent Zeeshan information about possibly buying the Lake Gaston Inn (the "Inn") located in Bracey, Virginia. At the time, the Inn was owned by Kalpesh Patel and Durga Shakti, LLC. Plaintiff Mansha inspected the Inn and decided he wanted to purchase it.

On 21 October 2021, Plaintiff Mansha and Zeeshan met with Defendant Vipul and Ashwin Patak—one of Defendant Vipul's friends—to discuss the size, age, business, and price of the Inn. Defendant Vipul told Plaintiff Mansha that Kalpesh

wanted $1.55 million for the Inn with a $300,000.00 down payment.

Later that day, the four men drove to Roanoke, Virginia, to meet with Kalpesh. During this meeting, Plaintiff Mansha agreed to pay $1.5 million for the Inn with a $300,000.00 down payment, and Kalpesh would owner-finance the rest. Plaintiff Mansha then gave Kalpesh a check for $25,000.00; the memo line read, "Down Payment Buying a Property 2850 State Route 903[.]"

Sometime after their meeting in Roanoke, Kalpesh told Defendant Vipul that the sale was canceled. Several days later, however, Defendant Vipul called Kalpesh and told him that he wanted to buy the hotel for his father-in-law if Kalpesh could give him a better deal. Kalpesh told Defendant Vipul that he would sell the Inn to him for $1,050,000.00 if he was going to sell it to his father-in-law, but if he was selling it to anybody else, he would sell the Inn for $1.1 million.

Defendant Vipul then told Plaintiff Mansha that Kalpesh, who is a Hindu, had backed out of their deal and did not want to sell the Inn to Plaintiff Mansha because he is Muslim. Plaintiff Mansha asked Defendant Vipul about the $25,000.00 check, but Defendant Vipul told him not to worry about it and that he would do something about it. Later that day, Defendant Vipul called Plaintiff Mansha and said that he was going to buy the Inn for the same deal and sell it to Plaintiff Mansha.

On 26 October 2021, Defendant Vipul met with Zeeshan and told him that Kalpesh would not sell the Inn to Plaintiff Mansha because he was a Muslim, but that he, Defendant Vipul, was going to buy the Inn and sell it to Plaintiffs for the

same price and would just make interest off of them. Later that day, Defendant Vipul sent Zeeshan a text saying, "1.55ml purchase price. 3 down and 200k balloons which is 100k need to pay in 2 years and 100k pay in 4 years. Whenever you pay this 200k internet [sic] will stop from that time." Sometime thereafter, Plaintiff Mansha agreed to pay Defendant Vipul an additional $100,000.00, making the total purchase price $1.6 million.

At closing, Plaintiff Mansha was presented with a "Lease Agreement[.]" The Lease provided, in relevant part, that Plaintiffs would pay Defendants the sum of $7,566.76 per month for a term of twenty years. Plaintiffs would also pay an additional rent payment of $106,000.00 on or before 1 December 2023 and a second additional rent payment in the amount of $109,000.00 on or before 1 December 2024.

Before signing the Lease, Plaintiff Mansha asked Defendant Vipul why the agreement was titled as a "Lease Agreement[,]" when he was supposed to be buying the Inn. Defendant Vipul responded, "You gonna get the same deal that you buying the property, because you gonna pay the mortgage, $7,550[.00] for the 20 years, and eventually end up the day you gonna pay only $1 so the property's going to be your[s]." Plaintiff Mansha ultimately signed the Lease.

After the closing, Plaintiff Mansha, Defendant Vipul, and Zeeshan met at the Inn, and Plaintiff Mansha paid Defendant Vipul $300,000.00 in cash. Defendant Vipul then delivered the cash to Kalpesh, at which time Kalpesh learned that Defendant Vipul had sold the Inn to Plaintiff Mansha instead of his father-in-law.

Plaintiffs started paying the rent to Defendants. Several months after closing, Kalpesh came to the Inn to pick up some supplies that he had left and asked Plaintiff Mansha why he did not buy the Inn directly from him. Plaintiff Mansha said that he knew Kalpesh did not want to sell the Inn to him because he is a Muslim. After Plaintiff Mansha told Kalpesh that he bought the Inn from Defendant Vipul for $1.6 million, Plaintiff Mansha learned that Kalpesh had sold the Inn to Defendant Vipul for $1,050,000.00.

Plaintiffs subsequently filed a complaint against Defendants for (1) fraud in the inducement, (2) constructive fraud in the inducement, (3) unjust enrichment, (4) piercing the corporate veil, (5) unfair and deceptive trade practices ("UDTP"), and (6) punitive damages. Plaintiffs voluntarily dismissed their claim for punitive damages before trial commenced.

Defendants filed a bench brief before trial began arguing that Plaintiffs' claims fail. The section discussing Plaintiffs' fraud claim states, in its entirety:

> "The essential elements of fraud [in the inducement] are: (1) False representation or concealment of a material fact, (2) reasonably calculated to deceive, (3) made with intent to deceive, (4) which does in fact deceive, (5) resulting in damage to the injured party . . . [.] The measure of damages for fraud in the inducement of a contract is the difference between the value of what was received and the value of what was promised." *Tradewinds Airlines, Inc. v. C–SAviation Servs.*, 733 8.S.E.2d 162 (N.C. App. 2012).
>
> The fourth element has also been referred to as justifiable reliance. *See Cabrera v. Hensley*, 2012 NCBC 41, 09 CVS 1062, 09 CVS 544 (N.C. Super. Ct. Jul 16, 2012). "A party

> cannot establish justified reliance on an alleged misrepresentation if the party fails to make reasonable inquiry regarding the alleged statement . . . . Reliance is not reasonable if a plaintiff fails to make any independent investigation." *Dallaire v. Bank of America, N.A.*, 367 N.C. 363 (N.C. 2014).
>
> In this case, the only evidence of representations is Mr. Mansha's testimony. Even if the Court believes Mr. Mansha regarding his story about the representations, Plaintiffs had the opportunity to investigate the alleged misrepresentations, but failed to do so.

The remaining claims came on for jury trial on 10 November 2025. After the close of Plaintiffs' case-in-chief, Defendants orally moved for a directed verdict. The trial court denied the motion in part and granted it in part, eliminating the constructive fraud and the unjust enrichment claims. Defendants renewed their motion for directed verdict at the close of the evidence. The trial court granted the motion in part and denied it in part, this time eliminating the claim to pierce the corporate veil.

During the charge conference, the parties stipulated that, if the jury found fraud, the court would automatically enter a verdict in Plaintiffs' favor on the UDTP claim. The jury ultimately returned a verdict finding Defendants liable for fraud and awarding Plaintiffs $450,000.00 in damages. After the jury returned its verdict, Defendants orally moved for JNOV. The trial court denied Defendants' motion.

On 19 November 2025, the trial court entered an order decreeing that Plaintiffs' compensatory damages of $450,000.00 would be trebled to $1,350,000.00,

for which Defendants are jointly and severally liable. Defendants timely filed notice of appeal on 17 December 2025.

II. Jurisdiction

This Court has jurisdiction to hear Defendants' appeal from a final judgment of a superior court pursuant to N.C.G.S. § 7A-27(b)(1) (2025).

III. Preservation and Standard of Review

On appeal, Defendants argue the trial court erred by denying their motion for JNOV regarding Plaintiffs' fraud claim. Defendants specifically argue that their JNOV should have been granted because Plaintiffs failed to present sufficient evidence of reasonable reliance and compensable damages.

"A fraud claim has five essential elements: (1) a false representation, (2) reasonably calculated to deceive, (3) made with intent to deceive, (4) that does in fact deceive, and (5) that results in damage to the deceived party." *Vanguard Pai Lung, LLC v. Moody*, 387 N.C. 376, 383 (2025). "Additionally, any reliance on the allegedly false representations must be reasonable." *Head v. Gould Killian CPA Grp., P.A.*, 371 N.C. 2, 9 (2018) (citation and internal quotation marks omitted).

"Whether a party is entitled to JNOV under Rule 50(b) of the Rules of Civil Procedure is a question of law that we review de novo." *Vanguard Pai Lung*, 387 N.C. at 379. "The purpose of a motion for JNOV is to test the sufficiency of the evidence on which the jury relied and to enter a judgment contrary to the jury's verdict if, as a matter of law, the evidence presented does not support that verdict." *Id.* "To survive

a motion for directed verdict or JNOV, the non-movant must present 'more than a scintilla of evidence' to support its claim." *Morris v. Scenera Rsch., LLC*, 368 N.C. 857, 861 (2016) (citation omitted). When considering a motion for JNOV, all "[t]he evidence is to be considered in the light most favorable to the non-moving party, and the non-moving party is entitled to all reasonable inferences that can be drawn from that evidence." *Ridley v. Wendel*, 251 N.C. App. 452, 458 (2016) (citing *Smith v. Price*, 315 N.C. 523, 527 (1986)).

Before examining the merits of a JNOV motion, however, this Court must first address Plaintiffs' preservation argument. Plaintiffs concede that Defendants sufficiently preserved the issue of reasonable reliance for review but argue that Defendants failed to preserve the issue of damages. We agree.

"A JNOV motion is 'essentially a renewal of a motion for directed verdict.'" *Martin v. Pope*, 257 N.C. App. 641, 644 (2018) (quoting *Barnard v. Rowland*, 132 N.C. App. 416, 421 (1999)). Thus, as Rule 50(b)(1) provides, "a motion for JNOV may be pursued only 'in accordance with' an earlier motion for directed verdict asserted during the trial." *Vanguard Pai Lung*, 387 N.C. at 380 (quoting N.C.G.S. § 1A-1, Rule 50(b)(1)).

Under Rule 50(a), a party moving for directed verdict must "state the specific grounds therefor." N.C.G.S. § 1A-1, Rule 50(a) (2025). According to Rule 50(b)(1), then, "a JNOV motion is limited to the specific grounds raised in the motion for direct

verdict that is being renewed." *Vanguard Pai Lung*, 387 N.C. at 380. As such, "a movant cannot assert grounds on a motion for JNOV that were not previously raised in the directed verdict motion because those new grounds are not in accordance with the earlier motion." *Id.* (citation and internal quotation marks omitted).

In *Vanguard Pai Lung, LLC v. Moody*, our Supreme Court formally adopted a line of Court of Appeals precedent enforcing the rule "that to preserve an issue for use in a motion for JNOV under Rule 50(b), the movant first must have timely moved for a direct verdict based on that same issue." 387 N.C. at 380. The Court then addressed the specific question of "how does a court determine what 'specific issues' a litigant raised in a motion for directed verdict?" *Id.* In answering this question, the Court compared two prior decisions, *Anderson v. Butler*, 284 N.C. 723 (1974), *overruled on other grounds by Nelson v. Freeland*, 349 N.C. 615 (1998), and *Plasma Centers of America, LLC v. Talecris Plasma Resources, Inc.*, 222 N.C. App. 83 (2012). In *Anderson*, which was a single-issue case, the Court stated that, although a party must state the specific grounds in its motion for directed verdict, "the courts need not inflexibly enforce the rule when the grounds for the motion are apparent to the court and the parties." 284 N.C. at 729. Thus, as the Court held, even though the defendants failed to identify the specific grounds when they moved for directed verdict, it was "obvious that the motion challenged the sufficiency of the evidence" and "[t]here was no misapprehension on the part of the trial judge or the adverse

parties as to the grounds for the motion." *Id.* Conversely, in *Plasma Centers*, this Court held that the grounds for the defendant's motion were not obvious to the court and the adverse parties because, unlike *Anderson*, the parties in *Plasma Centers* had "argued multiple defenses and theories of liability[.]" 222 N.C. App. at 88.

After reviewing these two cases, the *Vanguard Pai Lung* Court limited the holding in *Anderson* "to uncomplicated, single-issue cases where the basis for the motion is the sufficiency of the evidence supporting the elements of the claim" and endorsed the holding in *Plasma Centers*, stating that, in cases involving multiple defenses and theories of liability, "[w]hen a specific argument or theory that forms a ground for relief is not expressly stated in a directed verdict motion, that issue is waived both at the directed verdict stage and later at the JNOV stage." *Vanguard Pai Lung*, 387 N.C. at 381. Thus, in *Vanguard Pai Lung*, the Court reasoned that, since several claims remained pending when the defendants orally moved for directed verdict, the holding in *Plasma Centers* was applicable. *Id.* at 382. One of the pending claims was a fraud claim. *Id.* at 383. When the defendants orally moved for directed verdict at trial, they primarily focused on the first element of fraud. *Id.* In their motion for JNOV, however, the defendants argued that there was insufficient evidence to satisfy the third element of fraud. *Id.* The defendants' failure to specifically assert that they were challenging the sufficiency of the evidence as to the third element in their oral motion for a directed verdict meant that the defendants

failed to preserve any arguments concerning the third element of the fraud claim subsequently. *Id.* at 384.

Here, Defendants argue that, unlike *Vanguard Pai Lung*, the issue of damages is preserved for review "because this is an 'uncomplicated' single issue case[.]" Specifically, Defendants assert that the holding in *Anderson* should apply because, even though this case began as a multi-claim case, the case eventually became a single-issue case after the trial court eliminated the unjust enrichment and constructive fraud claims, granted Defendants' motion for directed verdict as to piercing the corporate veil, and merged the fraud and UDTP claims.

Even though the case eventually became a single-issue case, multiple claims were pending when Defendants orally moved for directed verdict. As such, the holding in *Plasma Centers* controls. *See id.* at 382. As to Plaintiffs' fraud claim, Defendants' motion for directed verdict focused primarily on the element of reasonable reliance:

> [DEFENDANTS' COUNSEL]: Judge, we want to make a motion for directed verdict, and I am referencing the bench brief that we had filed in the portal. The first claim that they put in their Complaint is fraud or fraudulent inducement. And one of the elements of that is reasonable reliance. And as we argued in the brief, reliance is not reasonable if they fail to do any kind of investigation.
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> I believe the testimony so far is that there was this sort of visual inspection of the property. You know, we would argue that [P]laintiff had access and the opportunity to talk to Kalpesh, you know, the seller, that they did have a conversation at the very beginning, and they had conversations. He just testified they had dinner or --

> THE COURT: What was that testimony? Was Kalpesh saying that [P]laintiff brought the food to him and he cooked it? Was that?
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> [DEFENDANTS' COUNSEL]: I'm not sure who cooked it, but it was dinner that they had together after the closing.
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> [PLAINTIFF] MANSHA: After -- after the closing.
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> [DEFENDANTS' COUNSEL]: So that's what I would say about that.

Notably, the only element of fraud that was argued in the bench brief Defendants' counsel referenced was reasonable reliance. Consequently, similar to the defendants' motion for directed verdict in *Vanguard Pai Lung*, Defendants' motion for directed verdict here failed to specifically assert that they were challenging the sufficiency of the evidence as to the element of damages. *See id.*

Defendants acknowledge that their motion for directed verdict did not refer to damages, but nevertheless argue, in the alternative, that this issue was raised with particularity by the trial court during the following colloquy between the trial court and Plaintiffs' counsel:

> THE COURT: Well, let me ask this. Going further into the fraud, in dealing with damages, okay? Your client, I believe, you can correct me if I'm wrong, testified that he found out a couple months later that . . . [D]efendant [Vipul] bought the hotel for a different price than what he sold it to him for, but the Complaint says that on the very same day, that the defendant or that Mr. Kalpesh, the original owner, told the Plaintiff's son about the difference in the price; is that correct? Am I right so far?
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> [PLAINTIFFS' COUNSEL]: Yes, and I believe that's what

> [Zees]han testified to as well; that it was that day or the next day.
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> THE COURT: That's right.
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> [PLAINTIFFS' COUNSEL]: Yes.
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> THE COURT: And when [Plaintiff Mansha] was asked on cross-examination about this scenario, he said it doesn't mean anything to me because I have the property already. I bought the property already. I have the closing already. And I don't -- or I won't -- I was not looking for any trouble. So whatever he told me, I left behind.
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> Then [Plaintiff Mansha] goes on to talk about how the problems started a year to a year and a half later with [D]efendant [Vipul] giving them issues because he wasn't cashing their checks or he was making him do things around. So assuming that that's true, what would the damages -- or how was your client damaged by this material misrepresentation, because that's what you're calling it; right? That's an element of fraud. It's got to be material; right?
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> [PLAINTIFFS' COUNSEL]: Yes, Your Honor.

Defendants further assert that they did not need to raise the issue of damages because "the trial court had already raised [the issue] within the context of Defendant[s'] motion for directed verdict." Indeed, the specificity requirement for a directed verdict motion "ensures that the trial court and the nonmoving party have 'adequate notice' of those arguments." *Id.* at 381 (quoting *Feibus & Co. (N.C.) v. Godley Constr. Co.*, 301 N.C. 294, 299 (1980)). But the adequate notice that is afforded to the trial court and the nonmoving party is adequate notice that the moving party is challenging the sufficiency of the evidence for that element. *See Feibus*, 301 N.C.

at 299. A specific objection therefore allows the nonmovant to present evidence to combat the movant's claim that there is insufficient evidence to support the challenged element:

> If movant states the specific grounds of the motion, plaintiff may be able to meet the defect with proof, and his case would be complete. If movant was not required to state the specific ground, the defect might be the cause of a later judgment notwithstanding the verdict when it is too late for plaintiff to supply the proof.

Id. (quoting Sizemore, *General Philosophy and Scope of the New Rules*, 5 W.F. L. Rev. 1, 37 (1969)). The discussion of damages between the trial court and Plaintiffs' counsel in this case, however, neither put Plaintiffs nor the trial court on notice that Defendants were challenging the sufficiency of the evidence as to damages in addition to the element of reasonable reliance. Moreover, Defendants' failure to specify that their motion was based on damages as well as reasonable reliance deprived Plaintiffs of the opportunity to argue that they supplied proof of damages until this appeal, when it was too late. *See id.*; *see also Plasma Centers*, 222 N.C. App. at 88 (stating the defendant "only argued two very specific grounds for its directed verdict motion[,]" which "would cause the trial court justifiably to disregard unasserted, but potentially viable, arguments in favor of a directed verdict"). In sum, Defendants' motion for directed verdict failed to specify that they were challenging the sufficiency of the evidence as to damages as well as the element of reasonable reliance. As such, Defendants' argument regarding damages is unpreserved for appellate review.

IV. Discussion

Having determined that Defendants failed to preserve the issue of damages for review, we proceed to review the merits of Defendants' argument that the trial court erred in denying Defendants' Motion for JNOV. Specifically, Defendants argue that Plaintiffs failed to present sufficient evidence that they reasonably relied on any alleged misrepresentation. We disagree.

As previously stated, "any reliance on the allegedly false representations must be reasonable." *Head*, 371 N.C. at 9. "The reasonableness of a party's reliance is a question for the jury, unless the facts are so clear that they support only one conclusion." *Forbis v. Neal*, 361 N.C. 519, 527 (2007) (first citing *Marcus Bros. Textiles, Inc. v. Price Waterhouse, LLP,* 350 N.C. 214, 225 (1999); and then citing *Johnson v. Owens*, 263 N.C. 754, 758 (1965)).

"Reliance is not reasonable if a plaintiff fails to make any independent investigation or fails to demonstrate he was prevented from doing so[.]" *Arnesen v. Rivers Edge Golf Club & Plantation, Inc.*, 368 N.C. 440, 449 (2015) (citation modified); *see also Johnson*, 263 N.C. at 757 ("The right to rely on representations is inseparably connected with the correlative problem of the duty of a representee to use diligence in respect of representations made to him. The policy of the courts is, on the one hand, to suppress fraud and, on the other, not to encourage negligence and inattention to one's own interest[.]" (citation and internal quotation marks omitted)). Reliance will not be considered unreasonable, however, if the plaintiff shows "that it was induced

to forego additional investigation by the defendant's misrepresentations." *State Props. v. Ray*, 155 N.C. App. 65, 73 (2002); *cf. Johnson*, 263 N.C. at 758 (concluding the plaintiff's fraud claim could proceed to trial because there was evidence that the defendant's artifice induced the plaintiff to forgo further investigation); *Kindred of N.C, Inc. v. Bond*, 160 N.C. App. 90, 99 (2003) (concluding there was sufficient evidence for the jury to infer that the plaintiff justifiably relied on the defendants' misrepresentation and that their claim that all the plaintiff "had to do was ask for more information is, to some extent, disingenuous"). The difficulty in determining whether reliance is reasonable has been recognized by our Supreme Court:

> Just where reliance ceases to be reasonable and becomes such negligence and inattention that it will, as a matter of law, bar recovery for fraud is frequently very difficult to determine. This case presents that difficulty. In close cases, however, we think that a seller who has intentionally made a false representation about something material, in order to induce a sale of his property, should not be permitted to say in effect, "You ought not to have trusted me. If you had not been so gullible, ignorant, or negligent, I could not have deceived you." Courts should be very loath to deny an actually defrauded plaintiff relief on this ground. When the circumstances are such that a plaintiff seeking relief from alleged fraud must have known the truth, the doctrine of reasonable reliance will prevent him from recovering for a misrepresentation which, if in point of fact made, did not deceive him. In such a case the doctrine is the specific remedy for a complainant who is, so to speak, malingering. A plaintiff who, aware, has made a bad bargain should not be allowed to disown it; no more should a fraudulent defendant be permitted to wriggle out on the theory that his deceit inspired confidence in a credulous plaintiff.

Johnson, 263 N.C. at 758.

Considering the evidence in the light most favorable to Plaintiffs, we conclude there is more than a scintilla of evidence to support submitting the question of reasonable reliance to the jury. The false representation that Plaintiffs complain about is Defendant Vipul's statement that he would purchase the Inn from Kalpesh and sell it to Plaintiffs for the same price. Defendants argue that, even if Plaintiffs relied on Defendant Vipul's representation, such reliance was unreasonable because the Lease Agreement that Plaintiff Mansha read and signed made it clear to him that Defendant Vipul was not selling the Inn to Plaintiffs.[1] Such argument, however, disingenuously ignores evidence indicating that, when Plaintiff Mansha asked Defendant Vipul why he was signing a Lease Agreement, Defendant Vipul assured him that he was going to get "the same deal that you buying the property . . . and eventually end up the day you gonna pay only $1 so the property's going to be your[s]."

Additionally, there was evidence that Defendant Vipul's artifice, i.e. telling Plaintiff Mansha that he could not contact Kalpesh about the deal because Kalpesh would not sell the Inn to Muslims[2] or else the deal would fall through, induced

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[1] On appeal, Defendants also argue that Plaintiffs failed to present evidence that Plaintiffs actually relied on Defendant Vipul's representation that he would sell the Inn to Plaintiffs for the same price he purchased it for because Plaintiff Mansha agreed to pay an additional $100,000.00 to Defendant Vipul. Such agreement increased the total purchase price to $1.6 million, when Plaintiff Mansha "knew" that Defendant Vipul bought the Inn for $1.5 million. Thus, as Defendants argue, Plaintiffs did not actually rely on Defendant Vipul's statement that he would sell the Inn to Plaintiffs at the same price he obtained it for. Such evidence, however, does not negate evidence indicating Plaintiffs relied on Defendant Vipul's representation when they agreed to purchase the Inn from Defendants.

[2] To be sure, when Kalpesh was deposed, he stated that he had no problems with Muslims, that he even has family members who are Muslim, and he "like[s] everybody."

Plaintiff Mansha to forego any further investigation into whether Defendant Vipul was selling the Inn to him for the same price he purchased it for. Specifically, during Plaintiffs' case-in-chief, Zeeshan testified that Defendant Vipul told him that he was going to buy the Inn and sell it to Plaintiffs for the same price, but that Zeeshan and Plaintiff Mansha could not tell Ashwin[3] about the deal or else their "deal could be messed up." Zeeshan never asked Defendant Vipul why they could not say anything about the deal to Ashwin, but Zeeshan testified that he believed Defendant Vipul did not want anyone to know about the deal. And, according to Zeeshan, Defendant Vipul told him and Plaintiff Mansha that they could not contact Kalpesh directly or else the "whole deal w[ould] be messed up." Zeeshan further testified that he and Plaintiff Mansha

> were never supposed to be in touch with Kalpesh. Like he told us straight up that if you call him or you go back to that property again, that the deal might go down, so we had no reason to call Kalpesh or ask him or get his phone number from anybody. We believed him that he was doing the deal and that he was actually going to just buy it from him and just sell it to us.

Moreover, Plaintiff Mansha testified that Defendant Vipul told him multiple times that he could not talk to Kalpesh because Kalpesh did not like Muslims and that, if he did call Kalpesh, then the deal would fall through. Plaintiff Mansha further explained that this is "why basically we never talked." In other words, Defendant

[3] Kalpesh's deposition indicates that Ashwin handled the negotiations between Kalpesh and Defendant Vipul.

Vipul virtually eliminated Plaintiffs' ability to perform any investigation of how much Defendants actually purchased the Inn for. *See Kindred*, 160 N.C. App. at 99. When considering this evidence in the light most favorable to Plaintiffs, there is sufficient evidence for the jury to infer that Plaintiffs reasonably relied on Defendant Vipul's false representation, and the trial court properly allowed the jury to determine the reasonableness of Plaintiffs' reliance. *See id.*; *see also Forbis*, 361 N.C. at 527.

V. Conclusion

Upon careful review, we conclude that Defendants failed to preserve their challenge to the sufficiency of the evidence as to damages; thus, we do not reach the merits of this argument. We also conclude that there was more than a scintilla of evidence indicating Plaintiffs reasonably relied on Defendant Vipul's false representation. Accordingly, we affirm the trial court's judgment.

AFFIRMED.

Judges STROUD and GRIFFIN concur.

Report per Rule 30(e).