

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
File No. _____

STATE OF NORTH CAROLINA, *ex rel.*)
ROY COOPER, Attorney General,)
)
Plaintiff,)
)
v.)
)
ROBERT ALLEN MCELREATH, d/b/a)
BUILD-A-BANDIT, PONTIAC PROS,)
COMMON MAN CLASSIC HOT RODS, and)
DISCOUNT AUTOMOTIVE CLASSIC)
RESTORATIONS,)
)
Defendant.)
)

COMPLAINT

INTRODUCTION

1. Plaintiff State of North Carolina brings this action against automobile restorer Robert Allen McElreath and his businesses, alleging violations of the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.* Plaintiff seeks a Temporary Restraining Order and other injunctive relief against defendants, civil penalties, restitution for victims, attorneys’ fees, and other costs.

PARTIES

2. Plaintiff is the State of North Carolina, by and through its Attorney General, Roy Cooper, who brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

3. Defendant Robert Allen McElreath (“defendant McElreath”) is a resident of Buncombe County, North Carolina. Defendant McElreath formulated and controlled the

business practices, representations, acts, and omissions of the businesses which are enumerated in this Complaint. Defendant McElreath has been doing business as, *inter alia*, the following unregistered names: Build-A-Bandit, Pick-a-Pony, Pontiac Pros, Common Man Classic Hot Rods, and Discount Automotive Classic Restorations (collectively, “McElreath’s businesses” or “defendant’s businesses”). At all times relevant to this action, defendant McElreath has purported to do business from premises located at either (1) 1040C, Old US 70, Black Mountain, North Carolina 28711 or (2) 3082 Cane Creek Road, Fairview, North Carolina 28730.

FACTUAL ALLEGATIONS

4. Defendant McElreath and his businesses purport to restore automobiles.
5. Defendant McElreath and his businesses attract customers primarily through internet auction sales, regularly advertising on internet auction sites, such as eBay, and following-up contact leads with phone calls to consumer participants (usually offering discounted sales or “deals”). McElreath’s businesses then execute written contracts with consumers in which the businesses agree to restore automobiles.
6. Defendant McElreath and his businesses require their customers to pay substantial advance deposits for automobile restoration repair work, often full payment due before work begins. Customers typically pay the advance deposits by wire transfer.
7. Defendant McElreath and his businesses regularly fail to perform any work for consumers after collecting advance deposits.
8. When consumers call defendant McElreath and his businesses to inquire when work on their automobiles will commence, Defendant McElreath and his businesses’ employees regularly fail to answer the phone, respond to voice messages or emails, or address their concerns. When representatives of defendant McElreath and his businesses do respond to these consumers,

they regularly provide new work commencement dates, but the work is not performed.

9. When consumers whose automobiles have not been repaired contact Defendant McElreath and his businesses to ask for a refund, no refunds are provided.

Experiences of Jay Fuhr

10. In early October of 2012, Jay Fuhr of 4048 Ridgeway Drive, Franklinton, North Carolina 27525, was outbid during an online eBay auction for a fully-restored 1978 Pontiac Trans Am. The seller was listed as Common Man Classic Hot Rods, under the eBay seller name winstoncup2watch, with a listed address of 3082 Cane Creek Road, Fairview, North Carolina 28730.

11. Following the auction, Mr. Fuhr was contacted by defendant McElreath with an offer for a fully-restored 1978 Pontiac Trans Am to be delivered within six (6) to eight (8) months for the price of nine thousand four hundred dollars (\$9,400). Mr. Fuhr accepted the offer in writing on October 12, 2012.

12. Mr. Fuhr then received payment instructions from defendant McElreath's associate, Erica Kampert. Mr. Fuhr followed these instructions and wired the full nine thousand four hundred dollars (\$9,400) to defendant's account.

13. On December 14, 2012, Mr. Fuhr visited defendants' Black Mountain shop and was told by defendant McElreath that his restoration was on schedule, to be completed by the spring of 2013. Mr. Fuhr learned that defendant McElreath's businesses operated under a number of names, including: Common Man Classic Hot Rods, Build-a-Bandit Pick a Pony, Pontiac Pros, and Discount Automotive Classic Restorations. Additional addresses used are PO Box 396, Fairview, North Carolina 28730 and 1040C Old Hwy 70, Black Mountain, North Carolina 28711.

14. On February 6, 2013, Mr. Fuhr again contacted defendant McElreath and was told

that his automobile would not be delivered and that defendant McElreath's businesses were forced to close due to a forced bankruptcy.

15. On February 6, 2013, Mr. Fuhr filed a complaint with the North Carolina Department of Justice.

Experiences of Tanner Haley

16. In the spring of 2011, Tanner Haley of 519 Ridgeview Trail, Avilla, Indiana 46710, began an online search for a 1978 Pontiac Trans Am. Mr. Haley came across the website www.buildabandit.com and contacted defendant McElreath.

17. Defendant McElreath offered to complete a 1978 Pontiac Trans Am for Mr. Haley within thirteen (13) months at a price of sixteen thousand nine hundred dollars (\$16,900) if payment was made upfront in-full, or a greater amount if payment was made in two separate payments with half upfront and the remainder due upon completion. Defendant McElreath told Mr. Haley that the whole process would be fully documented with pictures, dates of milestones, and receipts that would all be included in a build portfolio. Mr. Haley accepted the offer in writing and, on May 13, 2011, wired the full payment of sixteen thousand nine hundred dollars (\$16,900) to defendant's account, as directed by defendant McElreath and Erica Kampert.

18. In the fall of 2011, Mr. Haley scheduled a meeting with defendant McElreath at defendant McElreath businesses' 3082 Cane Creek, Fairview, North Carolina 28730 location. At the appointed date, October 16, 2011, Mr. Haley arrived on-site only to find an empty, "trashed" shop. Mr. Haley called defendant McElreath, who shortly arrived thereafter and made excuses for the state of operations.

19. Following his visit to Fairview, North Carolina, Mr. Haley began searching the internet for the experiences of defendant's other customers and found numerous dissatisfied

individuals from across the country. After notifying defendant of these negative comments, on October 23, 2011, Mr. Haley received an email from Erica Kampert's son, Zak Kampert (Zak), explaining that the negative comments were isolated incidents and that some of the comments were retracted and the problems resolved. Despite these assurances, Mr. Haley investigated further and became aware of an entire online community of individuals who had been scammed by defendant McElreath and defendant businesses. From these contacts, Mr. Haley learned that defendant McElreath had travelled to Las Vegas, Nevada, with investors' money in an attempt to recoup for the business by gambling. Mr. Haley also learned that defendant McElreath regularly employed the illegal practice of swapping VIN numbers among automobiles.

20. Mr. Haley reported his concerns to the Federal Bureau of Investigation, and on November 4, 2011, was contacted by Special Agent Joseph Zadik of the Charlotte Division of Internet Crimes. Mr. Haley continued to seek out other victims through internet channels.

21. Mr. Haley travelled to the McElreath businesses' shops for an unannounced visit on February 9, 2012, to check on his project's restoration progress. Employees for defendant McElreath's businesses were not able to locate the title for Mr. Haley's automobile.

22. Upon arriving home in Indiana, Mr. Haley again emailed defendant McElreath with concerns. A phone call ensued during which defendant McElreath agreed to a full-refund of Mr. Haley's sixteen thousand nine hundred dollars (\$16,900) within "thirty (30) days or so" after the document was signed. Defendant McElreath told Mr. Haley that refunds are not usual business policy; however an exception was to be made in this instance so as to "be over it." No refund was ever provided, despite persistent emails and phone calls by Mr. Haley into the summer of 2012.

23. During the summer of 2012, Mr. Haley hired Ross Fulton, an attorney in Charlotte, North Carolina, to help recover the losses sustained by defendant McElreath and his businesses.

24. At the very end of August, Mr. Haley received a one-time, partial-refund check for one thousand dollars (\$1,000) and a promise from defendant McElreath for future periodic payments to make up the total refund. Shortly thereafter, however, defendant McElreath's updates, emails, and phone calls all ceased and no additional refunds were provided.

25. On February 13, 2013, Mr. Haley filed an online consumer complaint form with the North Carolina Department of Justice and has since been assisted by Consumer Protection Specialist Susan E. Davis.

Experiences of David Meade

26. In October of 2011, David Meade of Unit 1-65 Dunloe Avenue, Norlane West, Victoria 3214, Australia, bid unsuccessfully in an auction on eBay for a 1979 Pontiac Trans Am. Mr. Meade contacted the seller in the auction, defendant McElreath, by email and then by phone. During the phone call, defendant McElreath told Mr. Meade that he was running a special to the end of the month on a fully-restored 1979 Pontiac Trans Am Burt Reynolds' T-Top Special Edition for thirteen thousand nine hundred dollars (\$13,900), and that if Mr. Meade wired the money to him that he would post a bill of sale or receipt for the purchase online.

27. A build sheet for Build-a-Bandit at 3082 Cane Creek Road, Fairview, North Carolina 28730, was started on October 19, 2011, and signed by both parties. Defendant McElreath emailed the form to Mr. Meade, who printed it out. Mr. Meade then signed the form, took a picture of it with his phone, and sent it back to defendant McElreath.

28. After Mr. Meade initially encountered difficulty sending the money for the car, defendant McElreath put his associate Erica Kampert on the phone to give Mr. Meade the international wire transfer directions. On October 28, 2011, Mr. Meade telegraphically transferred ten thousand dollars (\$10,000) to defendant businesses' accounts. On November 14,

2011, Mr. Meade transferred the second part of the payment, three thousand nine hundred dollars (\$3,900), to the same account.

29. Once the payments were received, contacting defendant McElreath became difficult. In July of 2012, after waiting for eight to nine months and not being able to reach defendant McElreath or his staff, Mr. Meade became concerned and found other consumers online who had also not received their automobiles, or had received automobiles that were in terrible shape. Mr. Meade attempted to contact defendant McElreath to cancel his order.

30. Mr. Meade talked with Wendy and Kevin Porter, two other consumers who live in Australia, and they suggested Mr. Meade contact the North Carolina Department of Justice and talk to Susan E. Davis, the Consumer Protection Specialist who was handling their complaint. In late July of 2012, Mr. Meade contacted Ms. Davis and filed a complaint.

31. On February 6, 2013, defendant McElreath sent out a bulk email stating that George Payne finally “won” and, as a result, defendant McElreath was forced into bankruptcy and that his shop could no longer open, sell, build, operate, or deliver any vehicle in the United States.

Experiences of George W. Payne

32. In January of 2011, George W. Payne of 5139 Saloniks Lane, Jacksonville, Florida 32210, found an eBay seller, listed under the name winstoncup2watch and with defendant McElreath as the point of contact, who was offering fully-restored Pontiac Trans Am vehicles.

33. Mr. Payne contacted defendant McElreath and opened discussion on a fully-restored 1978 Pontiac Trans Am, using a “Pontiac 400 motor built by Bruce Fulper of Rock & Roll Engineering” owned by Mr. Payne worth five thousand dollars (\$5000). Defendant McElreath offered to provide the automobile, with Mr. Payne’s engine installed, for fifteen thousand five hundred dollars (\$15,500). Mr. Payne accepted and on January 20, 2011, wired the

full amount to the businesses' accounts, using the name Discount Automotive Classic Restoration, per instructions provided by defendant McElreath and his associate Erica Kampert.

34. On or about June 28, 2011, Mr. Payne contacted defendant businesses to inquire into the progress of his project. Ms. Kampert's son, Zak Kampert, identified as the Building Coordinator, sent an email through Erica's ekampert@charter.net email address stating that Mr. Payne's build was not due to start until mid-to-late July and that one of the generically prepped chassis would be picked out for his car. Mr. Kampert stated that once the process started the defendant businesses would then send progress pictures and that it would then be another five and a half to six months of work to complete the car.

35. On November 27, 2011, Mr. Kampert, using the email address ekampert@charter.net, notified Mr. Payne that defendant businesses had space available in their warehouse at 1040 C Old Hwy 70 in Black Mountain, North Carolina 28711, for Mr. Payne's engine. On May 2, 2012, Mr. Payne emailed defendant businesses that the delivery of his engine was imminent and asked to be informed by email or phone when it arrived. On May 2, 2012, Mr. Kampert, again referring to himself as the Build Coordinator, emailed Mr. Payne stating that he would let him know as soon as the engine was received. On May 5, 2012, Mr. Payne emailed defendant businesses asking for confirmation of the delivery of his motor, and asked for pictures to be sent. On May 11, 2012, Mr. Payne again emailed asking for pictures of his engine. On May 16, 2012, following yet another request email, Mr. Payne finally received pictures of his 400 motor sent from Mr. Kampert through his mother's email account.

36. On June 4, 2012, Mr. Payne received an email from "Michelle," a staff member of defendant McElreath's businesses, from the email address buildabandit.pickapony@charter.net, notifying him that the registration for his car would be sent soon and that they had the title

transferred by an officer of the court and should have it in about ten days. Michelle also provided the tracking number for the registration.

37. On June 4, 2012, Mr. Payne contacted Attorney Ross Fulton in Charlotte, North Carolina, to take his case against defendant McElreath and his businesses for not completing the automobile that he had ordered seventeen (17) months before. In addition to having fifteen thousand five hundred dollars (\$15,500) of Mr. Payne's money, they also had possession of his custom-built engine worth five thousand dollars (\$5,000).

38. Mr. Fulton first contacted defendant businesses on June 5, 2012, by letter and email asking if Mr. Payne's automobile would be finished within sixty (60) days of his letter, or if he should assume that they had no plan to fulfill their obligations. On June 26, 2012, Mr. Kampert, using the email address buildabandit.pickapony@charter.net, responded to Mr. Fulton, stating that defendant businesses were currently working on Mr. Payne's automobile, and trying their "best to keep in contact with [him]. He will be receiving his car."

39. On or about July 27, 2012, Mr. Fulton contacted the North Carolina Department of Justice and, later, sent copies of some of the applicable documents on to Susan E. Davis, Consumer Protection Specialist.

40. On July 31, 2012, Mr. Payne received a general email from defendant McElreath saying that he had been away for thirty days (30) and it would take him at least sixty (60) to ninety (90) days to sort everything out, and restructure the business, but that he planned to finish all of the twenty-five (25) builds with outstanding contracts.

41. Later that day on July 31, 2012, defendant McElreath sent another email to Mr. Payne giving him an update on his specific build and telling him that it should come together fast. Defendant McElreath sent Mr. Payne twelve pictures of a car in the process of being rebuilt; yet, it

was unclear whether these were pictures of Mr. Payne's particular automobile.

42. On August 2, 2012, defendant McElreath told Mr. Payne in an email that he would be flying out to meet with some potential investors out of town before lunch.

43. On August 2, 2012, Mr. Payne filed a complaint with the Internet Crime Complaint Center at www.ic3.gov regarding Build-a-Bandit, Pick-a-Pony, Discount Automotive, and Pontiac Pros as well as defendant McElreath regarding his and other consumers' experiences.

44. In early August of 2012, Mr. Payne notified defendant McElreath of his upcoming visit to defendant businesses on Wednesday, August 8, 2012, with a trailer to retrieve his automobile and motor. On August 6, 2012, defendant McElreath notified Mr. Payne that his motor was dropped into an automobile that day and that his employees were in the process of making motor mounts, and that "they got the fluid lines for the transmission and got it all in. The headliner and working on covering the seats tomorrow."

45. On August 8, 2012, accompanied by a Black Mountain police officer, Mr. Payne arrived at 1040C Old Hwy 70 in Black Mountain, North Carolina, retrieved his car, left the rewritten release form that defendant McElreath refused to sign, and left the property.

46. Mr. Payne then took his automobile to be inspected and received a list of all the parts that were missing from his car, the total value of which amounted to more than nine thousand dollars (\$9,000). Mr. Payne sent a copy of the list to Attorney Fulton who forwarded a copy to the North Carolina Department of Justice on August 17, 2012.

47. On August 11, 2012, defendant McElreath sent out an email to other consumers about Mr. Payne's visit and announced a new policy of not releasing any more cars to consumers until a restoration is complete. This email was sent on to Mr. Payne by another consumer.

48. On September 7, 2012, Mr. Payne contacted Detective Mike Davis with the

Buncombe County Sheriff's Department about a new auction on eBay for a rebuilt Mustang that was being run by defendant McElreath using the business name Common Man Classic Hot.

49. On November 19, 2012, Mr. Payne contacted Detective Davis again about auctions that defendant McElreath was running for three different cars on eBay using the seller name 65classicrods out of Swannanoa, North Carolina.

50. On February 6, 2013, defendant McElreath sent out a bulk email to his customers stating that Mr. Payne had finally "won." As a result, McElreath claimed that he was forced into bankruptcy and that his shop could no longer open, sell, build, operate, or deliver any vehicle in the United States, and that "people can file civil actions but everything is taken."

51. Throughout this entire ordeal, Mr. Payne has worked with some other consumers to gather consumers' information like VIN numbers, titles, emails, phone numbers, and types of cars promised. One problem that Mr. Payne has identified is that defendant McElreath and his businesses have promised the exact same automobile to three different consumers. Mr. Payne posted his findings on online consumer sites such as Ripoffreports.com, eBay, and Hitman.com.

Experiences of Kevin Porter

52. In early 2011, Kevin Porter of 30 Dee Street, Mount Morgan, Queensland 4714, Australia, had been following the auctions for Trans Ams on eBay and saw where someone from Australia had asked defendant McElreath if he could restore and send a car to Australia with a right hand steering wheel conversion.

53. Mr. Porter contacted defendant McElreath, whereupon he was offered a fully-restored 1978 Pontiac Trans Am to be completed within eleven (11) months for seventeen thousand one hundred dollars (\$17,100). On March 3, 2011, Mr. Porter accepted defendant McElreath's offer and, per Erica Kampert's instructions, attempted to wire the full amount to

Discount Automotive Classic Restorations' bank account, attention Erica Kampert. Mr. Porter had trouble transferring the money via wire, so he sent the payment in two parts on March 10, 2011, and March 11, 2011, via PayPal (incurring an extra two hundred and fifty dollars (\$250) for the change in currency charges).

54. After the money was sent through PayPal, Mr. Porter began having difficulty reaching defendant McElreath and his associates. In July of 2012, Mr. Porter became aware of reports, comments, and complaints on Facebook and Hotrodhitman.com against defendant McElreath and his businesses. Shortly thereafter, Mr. Porter filed a complaint with the North Carolina Department of Justice and spoke with Susan E. Davis, Consumer Protection Specialist.

55. On August 2, 2012, defendant McElreath wrote a general email using Erica Kampert's email account telling consumers that due to all the current problems and non-compliance from the businesses' independent contractors, the several current individuals had been disassociated from his businesses, including: Brian, Zak, Sean, Mike, Erica, Mrs. Peterson, Nelson, Tim, and Paul. Defendant McElreath further explained that consumers should no longer depend on those employees and instead to email or call him personally.

56. On August 20, 2012, defendant McElreath sent an email to Mr. Porter with some pictures of what was supposedly his car and a report of all the work done. The email went on to state that defendant McElreath had received a copy of the complaint that Mr. Porter had filed with the North Carolina Department of Justice and that other complainants Joe Godar, Eli Smith, and John Cerrone have written to and spoken to the State attorney general and told Ms. Davis that everything was resolved to their satisfaction. Defendant McElreath asked Mr. Porter to do the same and withdraw his complaint with the North Carolina Department of Justice, and including Mrs. Davis' phone number and email address as contact information.

57. On August 21, 2012, defendant McElreath emailed a blank build sheet to Mr. Porter's email address and asked him to fill it out, claiming that there were too many notes in the file. Defendant McElreath went on to ask Mr. Porter to sign another sheet that he said the detective who spoke with him told him to get signed so that he would know that defendant McElreath was working with Mr. Porter and keeping up with what he had said he would do. Mr. Porter did not fill out the new forms.

58. On February 6, 2013, defendant McElreath sent out a bulk email stating that Mr. Payne finally "won" and he was forced into bankruptcy and that his shop could no longer open, sell, build, operate, or deliver any vehicle in the United States, and that "people can file civil actions but everything is taken."

Experiences of Carol L. Thompson

59. In late May to early June of 2012, the late Edward Thompson of 766 Braidwood Cove NW, Acworth, Georgia 30101, entered and won an eBay online auction run by a business called Pontiac Pros (using the eBay seller name "turtlevhare") for a fully-restored 1978 Pontiac Trans Am "Bandit" with T-tops. Mr. Thompson's winning bid was sixteen thousand dollars (\$16,000). Pontiac Pros listed its address as 1040C Old Highway 70, Black Mountain, North Carolina 28711.

60. During the auction, Mr. Thompson began a conversation with defendant McElreath and mentioned that he had been diagnosed in May with a rare, non-fatal disease called Chronic Inflammatory Demyelinating Polyneuropathy. Defendant McElreath told Mr. Thompson that he had a friend with the same disease, and despite the auction results, promised to sell the car to Mr. Thompson for only fifteen thousand dollars (\$15,000). Defendant McElreath also told Mr. Thompson of defendant businesses' policy of giving full-refunds to widows in the event that

anything happened to the purchaser before the car was built.

61. On June 4, 2012, Mr. Thompson accepted this offer in writing and, per instructions by defendant McElreath's associate Erica Kampert, wired the full fifteen thousand dollars (\$15,000) to defendant businesses' bank account. On June 7, 2012, the Thompsons received the paperwork for the Custom Order Sheet signed by defendant McElreath and stamped as paid in full.

62. On June 7, 2012, Mr. Thompson died from sequelae of atherosclerotic cardiovascular disease.

63. After the funeral, Mr. Thompson's wife, Carol L. Thompson of 766 Braidwood Cove NW, Acworth, Georgia 30101, signed and sent the paperwork back to defendant McElreath explaining what had happened with her husband's death on the back of the form. Mrs. Thompson informed defendant McElreath in the letter that she still wanted the car for her son and father-in-law, but that she wanted to discuss this change and to verify that defendant McElreath would still honor the contract. Mrs. Thompson mailed the paperwork around June 16, 2012 and did not receive a response until August 1, 2012, despite repeated attempts to contact defendant McElreath.

64. By late June of 2012, Mrs. Thompson became aware of the many negative online comments and reviews regarding defendant McElreath and his businesses and opted to invoke the full-refund policy afforded to widows of deceased purchasers. Mrs. Thompson continued to seek out other aggrieved individuals via the internet and came into contact with one customer, Joe Godar, who told her that he had been to one of the shops and had seen the refund policy relating to deceased customers on the wall of defendant McElreath's office.

65. On July 23, 24, and 25, 2012, Mrs. Thompson emailed defendant McElreath at his eBay email address (turtlevhare), stating that she would be passing through Black Mountain, North

Carolina, on July 27 and 30, 2012, and wished to pick up her promised refund. On July 24, 2012, Mrs. Thompson sent a certified letter with a copy of her husband's death certificate. Her refund demand was also based on the defendant businesses' failure to communicate and to build a car as promised both in workmanship and time frame. Mrs. Thompson requested for defendant McElreath to call or email her to make arrangements. Defendant McElreath never responded.

66. Mrs. Thompson arrived at the Black Mountain Shop on Friday, July 27, 2012, around 1:30 pm as the employees were headed out for the day. An older man, who was leaving the shop, used his cell phone to call Zak Kampert, son of Erica Kampert, who was listed as the business' build coordinator. Mr. Kampert complained about having to drive the twenty to thirty minutes across town for the meeting. Mrs. Thompson waited nearly an hour and Mr. Kampert never showed up, but an employee, David, arrived with two copies of a new contract voiding the old contract signed by Mr. Kampert. The new contract promised a full refund of fifteen thousand dollars (\$15,000) within thirty (30) business days.

67. On August 1, 2012, Mrs. Thompson finally got in contact with defendant McElreath on the phone and was told that defendant McElreath had been away for thirty days (30) and it would take him at least sixty (60) to ninety (90) days to sort everything out, but that he would give her a full-refund. He said that the capital of the businesses was depleted due to employee abuse. Defendant McElreath became upset during the phone conversation and started to hang up. When Mrs. Thompson said that she would forward all of this information to the Attorney General's Office, defendant McElreath threatened that if she did, so she would never see any money, and then he hung up.

68. Mrs. Thompson emailed defendant McElreath three more times, with the first two saying that she still expected a full refund in the next thirty (30) days. Defendant McElreath

emailed back that if Mrs. Thompson were to remove her negative comment from eBay, then she would be more likely to see a refund. In a third email, Mrs. Thompson agreed to amend her comment as soon as she got a full refund, to which defendant McElreath responded that her comment “does not matter anymore.”

69. On August 2, 2012, Mrs. Thompson filed a complaint with the North Carolina Department of Justice and began to work with Susan E. Davis, a Consumer Protection Specialist, regarding her complaint. Mrs. Thompson hoped not only to obtain her promised refund, but also to stop defendant McElreath, Erica Kampert, Zak Kampert and others from doing business.

70. On August 17, 2012, Mrs. Thompson received a check for two thousand dollars (\$2,000). No additional refund was ever received.

71. Since August 2012, Mrs. Thompson has continued to gather evidence against defendant McElreath and his businesses and has prepared a spreadsheet of other victims’ information including VIN numbers, titles, emails, phone numbers, and types of cars promised. One problem that Mr. Payne has identified is that defendant McElreath and his businesses have promised the exact same automobile to three different consumers. Mr. Payne posted his findings on online consumer sites such as Ripoffreports.com, eBay, and Hitman.com.

72. On February 6, 2013, defendant McElreath sent out a bulk email to his customers stating that Mr. Payne had finally “won.” As a result, McElreath claimed that he was forced into bankruptcy and that his shop could no longer open, sell, build, operate, or deliver any vehicle in the United States, and that “people can file civil actions but everything is taken.”

Involvement with the Attorney General and the Better Business Bureau

73. On June 19, 2012, the North Carolina Department of Justice sent a letter to defendant McElreath informing him of a consumer complaint against him and his businesses and

asking for a written response. On July 12, 2012, the North Carolina Department of Justice sent a follow-up letter. Neither defendant McElreath nor any representative of his businesses ever responded to these letters.

74. To date, the North Carolina Department of Justice has received fifty-two consumer complaints about defendant McElreath and his businesses. In all fifty-two cases, consumers signed contracts for an automobile restoration. None of those consumers' restorations were ever satisfactorily completed by defendant McElreath and his businesses, according to the complaints.

75. Four consumers have filed complaints against defendant's businesses with the Better Business Bureau ("BBB"). As a result of the complaints and defendant's failure to respond to them, the BBB revoked defendant's accreditation and gave his businesses a rating of "F," the lowest possible score.

Defendant McElreath's Outstanding Warrants for Arrest

76. On or about March 8, 2013, twenty-six warrants were issued for the arrest of defendant McElreath for feloniously obtaining property by false pretenses in violation of N.C. Gen. Stat. § 14-100—specifically alleging that defendant McElreath "promis[ed] to provide a rebuilt vehicle in exchange for money, which he accepted, without the intent to actually provide said vehicle."

77. Upon information and belief, as of the time of this filing, defendant McElreath has not been arrested.

Willful Acts and Financial Harm

78. Defendant's aforesaid acts, practices, representations, and omissions have been knowing and willful.

79. Defendant's aforesaid acts, practices, representations, and omissions have been in or affecting commerce in North Carolina and have had a significant and negative impact thereon.

80. Because defendant McElreath and his businesses have failed to provide either automobile restorations or refunds, consumers have suffered financial harm.

81. Since March of 2009, consumers have deposited \$2,282,561.50 into five (5) bank accounts registered to defendant McElreath, his businesses, or their agents.

(a) \$698,156 – First Carolina Credit Union, Greensboro, North Carolina.

(b) \$139,651 – Telco Credit Union, Account #1004647, registered to Erica Kampert.

(c) \$1,321,109.50 – Telco Credit Union, Account # 1020085, registered to Erica Kampert and Robert McElreath, "Discount Automotive."

(d) \$9,295 – Telco Credit Union, Account # 1029570, registered to Erica Kampert.

(e) \$114,350 – Telco Credit Union, Account # 1066459, registered to Robert McElreath, "Common Man Classic."

82. Upon information and belief, defendant McElreath has absconded with financial property of North Carolina consumers.

CLAIM FOR RELIEF: VIOLATION OF THE UNFAIR AND DECEPTIVE TRADE PRACTICES ACT, N.C. GEN. STAT. §75-1.1, et seq.

83. Plaintiff incorporates herein by reference paragraphs one through eighty-two, above, and alleges further that the aforesaid acts, practices, omissions, and representations by defendant McElreath constitute unfair and deceptive trade practices in violation of N.C. Gen. Stat. § 75-1.1, *et seq.*

84. Defendant McElreath's unfair and deceptive business practices include, but are not limited to:

- (a) Soliciting and receiving advance deposits from consumers for automobile restoration while possessing little or no intention or ability to perform the promised work;
- (b) Failing to repair or replace consumers' automobiles after receiving payment to do so;
- (c) Failing to respond or responding with a lie when consumers demanded to know whether or when their automobiles would be repaired;
- (d) Failing to respond or responding with a lie when consumers demanded to know whether or when their deposits or payments would be returned;
- (e) Failing to refund consumers' deposits or payments; and
- (f) Continuing to solicit contracts and advance deposits from new customers at the same time that he was failing to fulfill previously signed contracts, and while representing to previous customers that their projects could not be commenced because supplies or crews were unavailable.

85. Defendant McElreath's above alleged unfair and deceptive trade practices entitle plaintiff to the statutory relief prayed for below.

REQUEST FOR A TEMPORARY RESTRAINING ORDER
UNDER N.C. GEN. STAT. § 75-14

As shown by this complaint and the accompanying affidavits of victims Jay Fuhr, Tanner Haley, David Meade, George W. Payne, Kevin Porter, and Carol L. Thompson (labeled Exhibits 1 through 6, respectively), defendant McElreath's deceptive and illegal practices are longstanding and ongoing and continue to harm the citizens of this state. Plaintiff State of North Carolina

therefore requests a Temporary Restraining Order pursuant to N.C. Gen. Stat. § 75-14 so that further consumer harm and further violations of law might be prevented.

PRAYER FOR RELIEF

WHEREFORE, the State prays the Court for the following relief:

A. That the Court issue a Temporary Restraining Order pursuant to N.C. Gen. Stat. § 75-14 prohibiting defendant McElreath and/or his businesses, their agents, employees, and corporate successors or assigns, and any persons acting in concert with them, from:

(1) Advertising, offering, or entering into contracts to perform automotive services in North Carolina;

(2) Soliciting or accepting deposits or payments from consumers for any product or service;

(3) Collecting any further payment, directly or indirectly, from consumers related to the aforementioned business;

(4) Destroying, transferring, concealing, altering, or removing from their possession or control any financial records, customer contracts, emails, or other correspondence, business records, and other documents of defendant; or

(5) Transferring, withdrawing, concealing, or encumbering any assets of defendant McElreath and/or his businesses pending further order of the Court;

B. That, upon proper notice to defendant and within ten (10) days of the entry of the Temporary Restraining Order, a hearing be conducted to determine whether that Order, or any reasonable modification thereof, should not be continued in the form of a Preliminary Injunction pending the final adjudication of this cause, as allowed by N.C. Gen. Stat. § 75-14;

C. That defendant McElreath and his businesses be required to produce the following

records no later than three (3) days prior to the Preliminary Injunction hearing or within ten (10) days of entry of a Temporary Restraining Order, whichever is sooner:

(1) The name and address of every bank at which any of defendant McElreath and/or his businesses maintain, and/or in the past three years have maintained, deposit, checking, or other bank accounts, and the account number for each such account;

(2) A statement of the current monetary balance in each such account held by any of defendant McElreath and/or his businesses, together with a copy of the most recent bank statement for each such account and all bank statements from the past three years for each such account; and

(3) A current financial statement, showing the current assets and liabilities for Defendant McElreath and/or his businesses;

D. That, pursuant to N.C. Gen. Stat. § 75-15.1, the Court cancel all contracts executed by defendant McElreath and/or his businesses, their agents, employees, and corporate successors or assigns, and any persons acting in concert with them, in North Carolina in violation of N.C. Gen. Stat. § 75-1.1 or N.C. Gen. Stat. § 14-401.13 and order defendant McElreath and his businesses to make restitution of all amounts that consumers paid in reliance upon said contracts;

E. That, pursuant to N.C. Gen. Stat. § 75-14, a Permanent Injunction be entered upon final adjudication of this case to prevent defendant McElreath and/or his businesses, their agents, employees, and corporate successors or assigns, and any persons acting in concert with them, from resuming any unfair or deceptive practices in the State;

F. That defendant McElreath and his businesses be required to pay civil penalties to the State in the amount of \$5,000.00 per violation of the Unfair and Deceptive Trade Practices Act, pursuant to N.C. Gen. Stat. § 75-15.2, and that each week that the above alleged practices persisted

be deemed a separate violation, as allowed by N.C. Gen. Stat. § 75-8, if that results in a higher penalty amount;

G. That costs and reasonable attorney's fees be awarded to plaintiff State of North Carolina pursuant to N.C. Gen. Stat. § 75-16.1; and

H. That the Court award plaintiff such other and further relief as may be just and proper.

This the 24th day of May 2013.

ROY COOPER
Attorney General

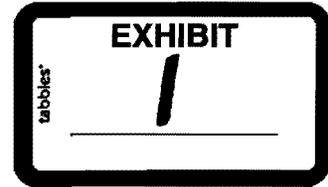
By:



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**AFFIDAVITS OF JAY FUHR, TANNER HALEY, DAVID MEADE, GEORGE W.
PAYNE, KEVIN PORTER, AND CAROL L. THOMPSON IN SUPPORT OF
PLAINTIFF'S APPLICATIONS FOR INJUNCTIVE RELIEF**

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE



AFFIDAVIT

1. My name is Jay Fuhr and I reside at 4048 Ridgeway Drive, Franklinton, North Carolina 27525.

2. In early October of 2012, I entered an online auction with eBay for a 1978 Pontiac Trans Am that was to be fully-restored. The company with which I bid was Common Man Classic Hotrods (Common Man) under the eBay seller name winstoncup2watch. Common Man listed its address as 3082 Cane Creek Road Fairview, North Carolina 28730. I did not win that bid, but was sent a second chance offer to order a car like the Trans Am being auctioned by a third-party Robert McElreath (Bob). I emailed and then spoke with Bob on or around October 12, 2012. During our conversation, Bob offered to build me a restored car within six (6) to eight (8) months for nine thousand four hundred dollars (\$9,400). A Custom Order Sheet was completed on October 12, 2012 for a 1978 Pontiac Trans Am Burt Reynolds T-Top Special Edition Tribute. Copies of the Custom Order Sheet and Custom Order Sheet Contract are attached to this affidavit as Exhibits A and B.

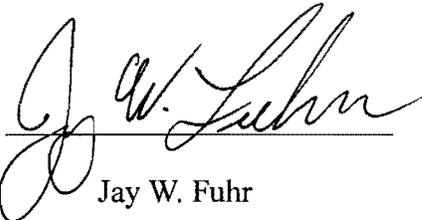
3. On or around October 12, 2012, I received incoming wire instructions from Erica Kampert (Erica), Bob's associate. A copy of the incoming wire instructions is attached to this affidavit as Exhibit C. On Erica's instructions I wired the full nine thousand four hundred dollars (\$9,400) to Telco Community Credit Union for Common Man Classic Hot Rods routing number 253174738 and account number 1066459.

4. On December 14, 2012, I decided to go to the shop to check on the progress of the car restoration. I was shown a painted car that matched the vehicle identification number (VIN) that I was provided, but there was no engine, transmission or glass in the car. Bob told me at that time that the build was on time and I would still receive it in the spring of 2013. Additionally, I was shown a 1979 Trans Am being worked on at the Black Mountain shop, which I have since found out that the car had been promised to Eli Smith, Joe Godar, and a third consumer.

5. I also have discovered other names that the business has used, including Build a Bandit Pick a Pony, Pontiac Pros, and Discount Automotive Classic Restorations. Additional addresses used are PO Box 396, Fairview, North Carolina 28730 and 1040C Old Hwy 70, Black Mountain, North Carolina 28711.

6. On February 6, 2013, I contacted Bob and asked how my car was coming along and if he had received the title back from Department of Motor Vehicles yet. Bob replied that George Payne finally “won” and he was forced into bankruptcy, and that his shop cannot open, sell, build, operate, or deliver any vehicles in the United States, and that I can file civil actions but everything is taken.

7. On February 6, 2013, I filed a complaint with the North Carolina Department of Justice, Consumer Protection Division (NCAGO-CPD) with Consumer Protection Specialist Susan E. Davis about Common Man Classic Hot Rods, Bob McElreath, and Erica Kampert. A copy of the complaint is attached to this affidavit as Exhibit D.


Jay W. Fuhr

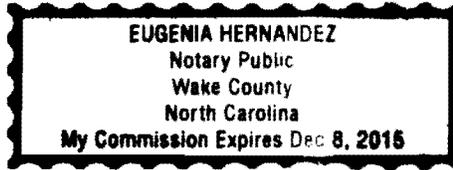
Sworn to and subscribed before me

this the 04 day of May, 2013



Eugenia Hernandez

(Notary Public)



My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE



AFFIDAVIT

1. My name is Tanner Haley and I reside at 519 Ridgeview Trail, Avilla, Indiana 46710.
2. In April of 2011, I started searching for a 1978 Pontiac Trans Am for sale across eBay.com, craigslist.com, and various other internet sites.
3. In May of 2011, I found an eBay auction listed by "eck0211" for a build of a 1978 Pontiac Trans Am where the winning bidder could chose many options such as T-tops, interior and exterior color, transmission, engine etc. On the eBay auction it mentioned a website of www.buildabandit.com which is run by the company Build-a-Bandit, Pick-a-Pony (Bandit).
4. I went to the website and looked at the photos of previous builds, and found an order form and contact phone number. I contacted Robert McElreath (Bob) and discussed an offer over the phone. I did not go through an eBay auction as Bob stated that they have a full assembly line production and that the eBay auction orders get put at the end of the line and usually take longer to complete.
5. Bob quoted me the price based on my options and stated that I could pay up front in full, or pay half and end up paying more due to splitting the payment.
6. Bob stated that the build would not start right away, because they would need

to pull the chassis number first and that takes five (5) to six (6) months. He said the whole process from order to completion would take approximately thirteen (13) months.

7. After I inquired further Bob told me that the whole process would be fully documented with pictures, dates of milestones, and receipts that would all be included in a build portfolio.

8. Bob then filled out the order form, signed it and mailed it to me. A copy of the Custom Order Sheet is attached to this affidavit as Exhibit A.

9. On May 13, 2011, I wired the full payment of sixteen thousand nine hundred dollars (\$16,900) through my bank to First Carolina Corporate Credit Union which was then sent on to Telco Community Credit Union account number 1020085 for Discount Automotive Classic Restoration ("Discount Auto") account as directed by Bob McElreath and Erica Kampert ("Erica"). Copies of the Wire Funds Transfer Receiving Information and the Chase Wire Transfer record are attached to this affidavit as Exhibit B and C.

10. I received emails from Bob and Erica between May 6, 2011 and May 24, 2011 about the Build Sheet, Wire Transfer, and my scheduling an on-site visit of their facility sometime in October 2011. No emails were received between May 24, 2011, and August 20, 2011, but I had not expected them since the build was expected to begin around September to October.

11. October 16, 2011, my family and I decided to visit the 3082 Cane Creek location in Fairview North Carolina on our way to a vacation in Myrtle Beach. Cane Creek was the only address that I was aware of at the time for the business. Bob said that he would meet me there, but when we arrived the shop was closed and nobody was

there. After waiting ten (10) minutes, I called Bob and he said he forgot we were coming. Bob said most people say they are coming and never do show up. The place was trashed inside and out, and I did not get a great feeling about my investment. However, I did see the few cars they had in the shop and felt better. Bob talked non-stop about the business and his dedication to his customers and getting the job done right. He also elaborated about having issues with his employees. I also met Sean Rathe who briefly showed me around and talked about the business. I later found out he was the Head Painter at the time, was helping with employee issues, and in the beginning of 2012 he became a source of information for me.

12. In late October to early November 2011, I started looking up Bob and Bandit online again to see if there were any comments about either of them and found some negative ones on www.ripoffreport.com which led me to www.78ta.com where I found more negative comments and dialogue. I found a phone number for another potential victim of Bandit named Bill Ward from California and I called him. He told me of his nightmare of Bob scamming him, but that he eventually did get his money back. He mentioned a lawyer in California with a list of other victims. I continued to post dialogue on the site to try to find more victims, and another blogger Joe Godar from Cincinnati, Ohio contacted me in November. We joined forces and found more negative reports and it made us more skeptical.

13. On October 23, 2011, I received an email from Erica's son Zak Kampert (Zak) after I sent an email asking about all the negative press about them on the internet. In the emails they sent to me they said those were isolated incidents and they showed me where some of the comments were retracted, and the problems resolved.

14. On November 4, 2011, after I contacted FBI agent Joseph Zadik of the Charlotte Division Internet Crimes about the Bandit scam, he responded in an email that he declined to take any action at this time.

15. On November 20, 2011, Joe Godar and I reached out to other folks we found on eBay feedback and such. We found consumers Mark Vicars of Texas and Don Cagle of Tennessee. I also found a phone number for Sean Rathe, head painter for Bandit online and contacted him. He said he would be my point of contact for the build and gave me detailed information on my car, took and sent pictures, etc. at first but then told me Bob told him to stop.

16. By December 2011 my chassis number had still not been pulled, two months later than promised. Around three weeks later Sean contacted me and said the chassis number had been pulled and that Mike, the head mechanic, told him that they would be getting to my car once they get the 1979 cars that were taking up space out of their way. I met Mike in person on February 9, 2012 when I visited the Black Mountain, North Carolina shop to check on the progress of my restoration.

17. During late December 2011 to early January 2012 Sean made comments to me about Bob being out of town and claimed Bob went to California to secure more cars for the restoration process.

18. On January 12, 2012, I received an email from Michelle, Bob's secretary or office manager, stating that they will be pulling cars apart to see which one is right for me. In addition, about this time I learned from Sean that Bob was actually in Las Vegas, Nevada with investors' money trying to make more money for the business by gambling.

19. Sean and I started having lengthy conversation about Bob's illegal behavior

around this time. Sean told me that Bob was swapping VIN numbers, there were issues with titles, and that Bob had pulled a gun on Sean in the past. I even held a conference call with Sean, Joe, and Mark so we could all hear what Sean had to say at the same time. In addition, about this time we got word that the Build-a-Bandit website was shut down, which raised concerns about Bob closing up the shop.

20. On January 28, 2012, Zak sent an email with photos showing the car they chose for my build, including the VIN number. I asked the employees more than once for photos of the cowl tag, title, and build sheet if it existed. They beat around the bush, but eventually got some of it to me.

21. I decided that I was fed up with their shady activities so I planned a surprise visit to their shops in Fairview and at 1040C Old Hwy 70 Black Mountain, North Carolina. On February 9, 2012, I showed up late morning at the Fairview complex and Zak and Michelle were there. They let me look at the cars and I got to see what they were working on for people. I asked Michelle for a copy of my title and she couldn't find it, and said it may be at Bob's home as he keeps some there. I also asked for a copy of John Cerrone's title, a consumer who had recently contacted me through the www.78ta.com site, which they supposedly found but would not give me a copy. I asked them to please email a copy to John. I also told them I was going to the Black Mountain shop from there for a visit.

22. When I arrived at the Black Mountain shop no one stopped me, I told them who I was, and asked to speak to someone. They directed me to Mike, the head mechanic, and he showed me which car was mine based on the information I provided to him. Mike said Bob doesn't share information with them like customer names, order

sheets, numbers or anything. Mike said they just do what Bob tells them to do. I matched the VIN number that I was sent in an email to the car and took pictures of the build and its current progress. I also took pictures of John's car.

23. Once I arrived home, I shared the photos with Joe, John, and some other folks on www.78ta.com for their input, and they told me the VIN number may be from a 1978 along with the front nose cone, and rear bumper; but that the other parts of the car were from a 1981. I also had the cowl tag numbers checked out by an unofficial expert and he stated the cowl tag shows it is a 1981 car also.

24. I emailed Bob about the issues and he at first said he would look into it, and then when I called back he wanted to argue. At this point I told him I did not want the car and I wanted a full refund. He was to draw up a contract and I would get a refund in thirty (30) days or so after the document was signed. Bob told me, that refunds aren't in their policy, but he would "do it to be over it." A copy of the signed refund document signed by both Tanner Haley and Robert McElreath is attached to this affidavit as Exhibit D.

25. During April of 2012 I had little to no communication from Bob. My emails went unanswered and my phone calls were not returned. Despite his promise, I received no refund.

26. During the summer of 2012, I hired Ross Fulton, an attorney in North Carolina, to help me try to get my money back and perhaps put Bob where he needed to be: in jail.

27. During late summer of 2012, I was told that the North Carolina Attorney General Consumer Protection Division (NCAGO-CPD) was putting pressure on Bob and

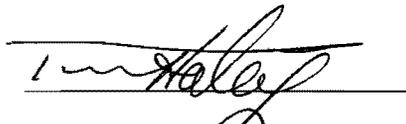
Build a Bandit due to receiving more complaints.

28. The very end of August, I received a one-time partial refund check for one thousand dollars (\$1,000) from Bob at Bandit.

29. Bob agreed to send periodic payments at that time to make up the total refund. Shortly thereafter, Bob's updates, emails, and phone calls all seemed to stop and I never saw another refund payment, nor could I get a response from Bob via phone or email.

30. Attorney Ross Fulton and I, as well as his other clients for Bandit, looked into sending Bob into involuntary bankruptcy and we planned to do that in December 2012. Additional conversations occurred between December 2012 and the present that have kept us from pulling the trigger on involuntary Bankruptcy. The main reasons being that we felt we would not get anything substantial from doing it, and Bob would be free from his debt to us.

31. On February 13, 2013, I filed my online consumer complaint form with the NCAO-CPD. Consumer Protection Specialist Susan E. Davis agreed to help me with my complaint. A copy of the complaint is attached to this affidavit as Exhibit E.


Tanner Haley

Sworn to and subscribed before me


Barbara Jo Campbell

this the 17th day of April, 2013

State of Indiana County of Noble

(Notary Public)

My Commission Expires: February 19, 2020

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE



AFFIDAVIT

1. My name is David Meade and I am presently residing at Unit 1-65 Dunloe Ave, Norlane West, Victoria 3214 Australia.

2. On or around October 19, 2011, I began bidding in an auction on eBay for a 1979 Pontiac Trans Am. I contacted Robert McElreath (Bob) by phone after he responded to my email with an email. During the phone call Bob told me that he was running a special on a 1979 Pontiac Trans Am Burt Reynolds' T-Top Special Edition only to the end of the month for thirteen thousand nine hundred dollars (\$13,900), and that if I wired the money to him that he would post a bill of sale or receipt for the purchase online.

3. A build sheet for Build a Bandit at 3082 Cane Creek Road Fairview, North Carolina 28730 was started on October 19, 2011, and signed by both parties. Bob emailed the form to me and I printed it out. I then signed it and took a picture with my phone and sent it back to Bob. A copy is attached to this affidavit as Exhibit A.

4. At first I had trouble sending the money for the car so Bob put Erica Kampert (Erica) on the phone to give me the international wire transfer directions. I then telegraphically transferred ten thousand dollars (\$10,000) on October 28, 2011, to Discount Auto Classic Restoration and to Erica at 22 Ward Drive Fairview, North Carolina 28730 through First Carolina Corporate Credit Union at PO Box 49379 Greensboro, North Carolina 27419, Routing Number 253184317 with instructions to transfer the money to Telco Community Credit Union account number 1020085. On November 14, 2011, I transferred the second part of the payment, three thousand nine hundred

DM

dollars (\$3,900), to the same account. Copies of the transfers are attached to this affidavit as Exhibits B and C. I never received any receipt from Bob.

5. Once the payments were received for the car, Bob and his staff of Erica and Zak Kampert (Zak), they stopped calling or sending emails to me and I had to call them. Bob had told me that he would call in six months when the car was almost ready, because the shell would take six months to assemble. The first six months after I ordered the car I could call Bob and get an answer, but after that I could only get a voice message machine. He also wouldn't respond to my emails.

6. In July 2012, after waiting for eight to nine months for the car and not being able to reach Bob or his staff I became concerned and found other consumers who had also not received their cars or received cars that were in terrible shape, I tried to contact Bob to cancel my order. I also talked to Wendy and Kevin Porter, two other consumers who live in Australia, and they suggested I contact the North Carolina Department of Justice Consumer Protection Division (NCDOJ-CPS) and talk to Susan E. Davis, the Consumer Protection Specialist who was handling their complaint.

7. On July 20, 2012, I emailed Ms. Davis about my complaint and she sent me to the NCDOJ-CPS website to file a complaint, and provided her email to send my supporting documents. I did the complaint form online and sent it to her on July 25, 2012. Copies of the documents are attached to this affidavit as Exhibits D and E.

8. On February 6, 2013, Bob sent out a bulk email stating that George Payne finally "won" and he was forced into bankruptcy and that his shop cannot open, sell, build, operate, or deliver any vehicle in the United States, and that I can file a civil action but that everything is taken. I emailed Ms. Davis to see if it was true and she emailed back February 8, 2013, that there was no

bankruptcy on file with the courts at this time. A copy of the emails is attached to this affidavit as

Exhibit F.



David Meade

Sworn to and subscribed before me



IVAN GROSVENOR HAWTHORN
10 GAMBIER GROVE, CORIO, VIC 3214

this the 29 day of APRIL, 2013



(Notary Public)

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE



AFFIDAVIT

1. My name is George W. Payne and I reside at 5139 Saloniks Lane, Jacksonville, Florida 32210.
2. In January of 2011, I was looking on eBay.com and found an eBay seller named winstoncup2watch who was selling to be fully restored Pontiac Trans Am vehicles and Robert McElreath (Bob) listed his phone number within the listing. I contacted Bob and we began discussing him selling me a rebuilt 1978 Pontiac Trans Am with a 400 engine.
3. I was to supply the 400 engine worth five thousand dollars (\$5000) for the rebuild.
4. The order was completed on January 19, 2011. On January 20, 2011, I wired fifteen thousand five hundred dollars (\$15,400) from my Suntrust bank account to First Carolina Corporate Credit Union at P.O. Box 49379 Greensboro, North Carolina 27419, Routing Number 253184317 with instructions to transfer the money to Telco Community Credit Union account number 1020085 for Discount Automotive Classic Restoration (Discount Auto) account as directed by Bob and Erica Kampert (Erica). Copies of the Wire Funds Transfer Receiving Information and the Suntrust Wire Transfer record are attached to this affidavit as Exhibits A and B.
5. On or about June 28, 2011, I contacted Discount Auto to ask about how my build was coming along and for pictures, because I had not heard from or received any progress reports on the build. Erica's son, Zak Kampert (Zak), the Building Coordinator, sent an email through Erica's ekampert@charter.net email address saying that my build was not due to start until mid to late July and that one of the generically prepped chassis will be picked out for my car. Zak stated that when

the process starts they will then send pictures of my unit. He went on to state that it will then be another five and a half to six months of work to complete the car. A copy of the email from Zak is attached to this affidavit as Exhibit C.

6. On November 27, 2011, I received an email from Zak telling me that they have room in the warehouse for my engine whenever I wanted to send it to them. I responded the same day asking for the EXACT address where the engine was to be sent. I received an email providing the address for the machine shop as 1040 C Old Hwy 70 in Black Mountain, North Carolina 28711 from ekampert@charter.net. A copy of the email exchanges with some pictures is attached to this affidavit as Exhibit D.

7. On May 2, 2012, I emailed Zak through Erica's email address that the delivery of my Pontiac 400 motor built by Bruce Fulper of Rock & Roll Engineering was eminent and asked to be informed by email or phone when it arrived. A copy of the email is attached to the affidavit as Exhibit E.

8. On May 2, 2012, Zak, again referring to himself as the Build Coordinator, emailed me saying that Bob told him that I called and left a voicemail, and that they had received confirmation that the motor had been shipped that day, and that he would let me know as soon as it was received. A copy of the email is attached to this affidavit as Exhibit F.

9. On May 5, 2012, I emailed Zak through Erica's email address asking for confirmation of the delivery of my motor, and asked for pictures to be sent to me. A copy of the email is attached to the affidavit as Exhibit G.

10. On May 11, 2012, I again emailed asking for pictures of the motor. Later that day, Erica, from email address ekampert@live.com, stated that someone by the name of David was supposed to get some pictures and she would remind him. A copy of the emails is attached to the

affidavit as Exhibit G.

11. On May 16, 2012, I again mentioned the pictures of the motor as well as mentioned some build details I would like on the car. I later that day got pictures of “my” 400 motor sent from Zak through Erica’s live.com email. Copies of the email and photos are attached to this affidavit as Exhibit H.

12. On June 4, 2012, I received an email from Michelle, a staff member of Bob’s, from email address buildabandit.pickapony@charter.net , letting me know that she was sending the registration for my car and that they had the title transferred by an officer of the court and should have it in about ten days. She provided the tracking number for the registration. Copies of the email, registration, and titles from South Carolina and North Carolina are attached to this affidavit as Exhibits I, J, K and L.

13. On June 4, 2012, I contacted Attorney Ross Fulton in North Carolina to take my case against Build a Bandit, Pick a Pony (Bandit) and Robert McElreath and Erica Kampert for not completing the car that I ordered seventeen (17) months before. In addition to having fifteen thousand five hundred dollars (\$15,500) of my money, they also had my engine worth five thousand dollars (\$5,000) that I had custom built by Bruce Fulper and delivered to their shop.

14. Mr. Fulton first contacted “Bandit” June 5, 2012, by letter and email asking if the car would be finished within sixty days of his letter, or if he should assume that they had no plan to fulfill their obligations. He had to send multiple emails to try to get information.

15. On June 26, 2012, Zak, buildabandit.pickapony@charter.net, responded to Mr. Fulton that they were currently working on my car, and trying their “best to keep in contract with me. He will be receiving his car.” Copies of the emails are attached hereto as Exhibit M.

16. On or about July 27, 2012, my Attorney, Ross Fulton, contacted the North Carolina

Attorney General's Office Consumer Protection Division (NCAGO-CPD) on mine and some other consumers' behalves regarding Bandit and Bob to try to enlist their assistance. He sent copies of some of our documents on to Susan E. Davis, Consumer Protection Specialist, who was already looking at the company.

17. On July 31, 2012, I received a general email from Bob saying that he had been away for thirty days (30) and it would take him at least sixty (60) to ninety (90) days to sort everything out, and that he planned to finish all the cars. He said he was restructuring and would be doing everything that he could to obtain financing and capital to finish all the builds to help all twenty-five (25) customers to get what they were promised.

18. Bob later that day on July 31, 2012, sent another email to me giving me an update on my build and telling me that it should come together fast. Bob sent me twelve pictures of a car in the process of being rebuilt, but they may or may not have been of my car. A copy of the email and pictures are attached to this affidavit as Exhibits N and O.

19. On August 2, 2012 I filed a complaint with the Internet Crime Complaint Center at www.ic3.gov regarding Build a Bandit, Pick a Pony, Discount Automotive, and Pontiac Pros as well as Robert McElreath regarding my and other consumers', whom I had been in contact with, experiences with Bandit and Bob including not receiving cars that they paid for eighteen (18) months to two (2) years ago when they and I were told it should be a year or less. A copy of my complaint is attached to this affidavit as Exhibit P.

20. On August 2, 2012, Bob told me in an email that he would be flying out to meet with some potential investors out of town before lunch.

21. In addition, on August 2, 2012, I called and left a voicemail message with the NCAGO-CPD regarding eBay. Susan E. Davis, the Consumer Protection Specialist at NCAGO-

CPD called me back. I asked her to tell eBay not to allow Bandit or their other eBay seller names to list any more items for sale on their site.

22. Between August 4, 2012, through August 6, 2012, I emailed back and forth with Bob through the ekampert@live.com address and told him that I would be coming to Asheville on Wednesday, August 8, 2012, with a trailer to get my car and motor, and asked whether to meet him at Cane Creek in Fairview or Black Mountain. Bob wanted me to sign some paperwork before the car would be released and he was to email it to me.

23. On August 6, 2012, Bob suddenly tells me that the motor was dropped into the car that day and that they were in the process of making motor mounts, and that “they got the fluid lines for the transmission and got it all in. The headliner and working on covering the seats tomorrow.” He also claimed he would be in and out of town until next Monday and that they are not open that week, but he will try to make it happen.

24. I wrote back and asked Bob how they could have done all this work if they were closed all week and told him I would not sign any papers until the car and motor were on the trailer. I then received an email from Bob using Erica’s email address telling me that I would not be allowed to load anything until I talked to him.

25. Bob went on to write that they had about had it with my attitude. I rewrote the release form that Bob sent to me before I signed it and had it notarized. Copies of the emails and the two different release forms are attached to this affidavit as Exhibits Q, R, and S.

26. On August 8, 2012, Bob sent out an email stating that no one had paid for an auction on eBay since June and that fake eBay accounts have been set up and used to win the auctions. He claimed they have gained no capital and had to pay for deadbeat winners. A true and correct copy of the email is attached to the affidavit as Exhibit T.

27. On August 8, 2012, I brought a Black Mountain police officer and a tow truck to the Bandit shop at 1040C Old Hwy 70 in Black Mountain, North Carolina, and retrieved my car. I left the rewritten release form that Bob refused to sign and left the property.

28. I then took the car to be inspected and received a list of all the parts that were missing from my car which totaled a value of more than nine thousand dollars (\$9,000).

29. I sent a copy of the list to Attorney Fulton who forwarded a copy to the NCAGO-CPD on my behalf on August 17, 2012. A copy of the list is attached to this affidavit as Exhibit U.

30. On August 11, 2012, Bob sent out an email about my picking up the car. This email was sent on to me by another consumer. He said that I told him in emails that all I wanted was for the VIN numbers to match the car and motor and I would be satisfied. Bob went on to say that I was a liar, tried to get him to sign a counterfeit release after I changed the one he had written up for me to sign, and that I sought revenge. Bob blamed his new policy of not releasing any more cars to consumers until the restoration is complete on my actions. A copy of the email is attached to this affidavit as Exhibit V.

31. On September 7, 2012, I contacted Detective Mike Davis with the Buncombe County Sheriff's Department about a new auction on eBay that was being run by Bob using the company name Common Man Classic Hot Rods for a rebuilt mustang. The listed phone number was 828-778-0005.

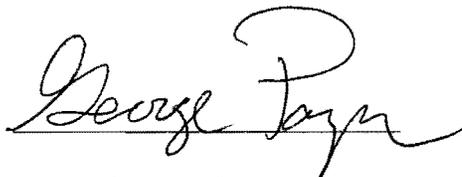
32. On November 19, 2012, I contacted Detective Davis again about auctions that Bob was currently running on eBay using the seller name 65classicrods out of Swannanoa, North Carolina for three different cars.

33. On February 6, 2013, Bob sent out a bulk email stating that I, George Payne, had finally "won" and he was forced into bankruptcy and that his shop cannot open, sell, build,

operate, or deliver any vehicle in the United States, and that people can file civil actions but everything is taken.

34. On February 12, 2013, I emailed the NCAGO-CPD after seeing the email sent out by Bob, and Ms. Davis emailed me back and asked me to please send any information I wished to share regarding Bob (the Bandit) McElreath. She also requested that I either send on any consumer names or information that I had or to ask the other consumers to file complaints with her office.

35. All along I have continued to gather evidence against Bob and have been working with some other consumers to gather consumers' information like VIN numbers, titles, emails, phone numbers, types of cars promised, as well as other items and get them into a spreadsheet. One item that I have identified is that the exact same car was promised to three different consumers. I have posted comments on sites such as Ripoffreports.com, eBay, and 78TA.com about my experiences with Bob and the company names he uses.


George Payne

Sworn to and subscribed before me

this the 12th day of April, 2013


(Notary Public)



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE



AFFIDAVIT

1. My name is Kevin Porter and I reside at 30 Dee Street, Mount Morgan, Queensland 4714 Australia.

2. In early 2011 I had been following the auctions for Trans Am cars on eBay and I saw where someone from Australia had asked Robert McElreath (Bob) if he could restore and send a car to Australia with a right hand steering wheel conversion.

3. I emailed Bob and told him that I wanted an automatic transmission and for the car to be sent to Australia. I was given a price of fifteen thousand nine hundred dollars (\$15,900) for a 1978 Pontiac Trans Am, and Bob gave me his phone number to call him. All the questions about the car were answered through eBay.

4. When I called Bob we talked about the build sheet and I added two items. I was quoted Two hundred and fifty dollars (\$250) for the right hand conversion and after Bob checked with Zak Kampert, foreman, to see if lambo vertical doors could be added we agreed to one thousand dollars (\$1,000) more for the doors making the total price seventeen thousand one hundred dollars (\$17,100).

5. Bob gave me the Build number of 606. Bob told me that the build would take a total of eleven months to complete, and that he has a staff member drive the car for the last five months to make sure that it is in perfect condition. Bob was a very smooth talker and tended to talk non-stop and make it hard to get a word in or ask questions. He really knew about Trans Ams and knew the lingo. He knew some of the problem areas with the cars from the past like that the Targa Tops

leaked in the old days.

6. On March 3, 2011, I ordered the 1978 Pontiac Trans Am restoration. Bob told me that I had to pay in full before the order would be started. I was sent a Custom Order Sheet Stock #616 from Build a Bandit at 3082 Cane Creek Road Fairview, North Carolina 27730, and directions on how to transfer the money to Discount Automotive Classic Restorations' bank account, attention Erica Kampert (Erica) through Telco Community Credit Union account 1020085. Copies of the Custom Order Sheet and Wire Fund Transfer Receiving Information are attached to this affidavit as Exhibit A and B.

7. I had trouble transferring the money so I called Bob and he put Erika on the phone and she gave me her bank account information. I still had trouble transferring the money so I asked Bob for their Paypal addresses, and sent the payment in two parts on March 10, 2011, and March 11, 2011. I had to pay an extra two hundred and fifty dollars (\$250) for the change in currency charges. Copies of the transfers are attached to this affidavit as Exhibits C and D.

8. After the money was sent through Paypal I started having trouble reaching Bob, whereas I had no trouble reaching him up to that point. Bob would call back after hearing messages from my wife Wendy or me when he knew we would not be home or available like late at night our time, or when we were working or on-call for our jobs as Paramedics. One night my wife, Wendy, did answer the phone late at night and got Bob and she expressed her frustration with how he conducted his business. Bob did send a title with a VIN number at one point but it was not signed. In addition, Bob told me that Erica went on a vacation to Hawaii about a month after my payments were received for the car rebuild.

9. On July 16, 2012, after my wife, Wendy Porter (Wendy), became more involved because Bob was not returning our calls or emails or delivering our car after a year, and my

daughter, Danielle Porter, found reports, comments and complaints on Facebook and 78TAhitman.com; I filed a complaint with the North Carolina Attorney General's Office Consumer Protection Division (NCDOJ-CPS) with Susan E. Davis, Consumer Protection Specialist. A copy of the complaint is attached to this affidavit as Exhibit E.

10. On August 2, 2012, Bob wrote a general email using Erica's email account telling consumers that due to all the current problems and non-compliance from independent contractors of the company, the current individuals have been disassociated from his company. He named Brian, Zak, Sean, Mike, Erica, Mrs. Peterson, Nelson, Tim, and Paul and said that consumers should no longer depend on them and email or call him personally. A copy of the email is attached to this affidavit as Exhibit F.

11. On August 20, 2012, Bob sent an email to me with some pictures of what was supposedly my car with a report of all the work that he had done on my car. The email went on to say that Bob had received a copy of the complaint that I filed with the NCDOJ-CPS. He went on to tell me Joe Godar, Eli Smith, and John Cerrone have written to and spoken to the attorney general and told Ms. Susan E. Davis that everything is alright there, and asked me to do the same and withdraw the complaint. He also gave me Mrs. Susan E. Davis' phone number and email address. A copy of the email is attached to this affidavit as Exhibit G

12. On August 21, 2012, Bob emailed a blank build sheet to my email address and asked me to fill it out claiming that there were so many notes in my file, and he could easily be mistaken about the build and wants to get everything right. He went on to ask me to sign another sheet that he said the detective who spoke to him told him to get signed so he knows that Bob is working with me and keeping up with what he has said he would do. Copies of the email and forms are attached to this affidavit as Exhibits H, I, and J. I did not fill out the new forms.

13. On February 6, 2013, Bob sent out a bulk email stating that George Payne finally “won” and he was forced into bankruptcy and that his shop cannot open, sell, build, operate, or deliver any vehicle in the United States, and that I can file a civil action but everything is taken. A copy of the email is attached to this affidavit as Exhibit K.



Kevin Porter

Sworn to and subscribed before me

this the 15th day of April, 2013



Damien P Mitchell

(Notary Public)

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE



AFFIDAVIT

1. My name is Carol L. Thompson and I reside at 766 Braidwood Cove NW, Acworth, Georgia 30101.

2. In late May to early June of 2012, my late-husband Edward Thompson, entered an eBay online auction with a company named Pontiac Pros (using the eBay seller name turtlevhare) for a 1978 Pontiac Trans Am Bandit with T-tops to be fully restored. Pontiac Pros listed their address as 1040C Old Highway 70, Black Mountain, North Carolina 28711. My husband ended up winning the auction for sixteen thousand dollars (\$16,000).

3. During the auction, my husband began a conversation with the company's Robert McElreath (Bob) and told Bob his story of being diagnosed in May with a rare, non-fatal disease called Chronic Inflammatory Demyelinating Polyneuropathy. Bob told him that he had a friend with the same disease, and for him to ignore the auction results and that Bob would sell the car to my husband for fifteen thousand dollars (\$15,000). Bob also told him that he had a policy of giving full-refunds to widows in the event that anything happened to the purchaser before the car was built.

4. On June 4, 2012, Bob asked for the payment for the car to be done as a wire transfer to Erica Kampert (Erica), his business associate. The account that Erica asked us to send the money through was listed as Pontiac Pros through Telco Community Credit Union account 1020085. My husband and I wired the full fifteen thousand dollars (\$15,000), and the signed copy of the Custom Order Sheet Contract (Contract), which was signed by my husband on June 4, 2012. Copies of the

Incoming Wire Instructions and Contract are attached to this affidavit as Exhibits A and B.

5. On June 7, 2012, we received the paperwork for the Custom Order Sheet signed by Robert McElreath and stamped as paid in full. A copy is attached to this affidavit as Exhibit C.

6. My husband died that night, on June 7, 2012, from sequelae of atherosclerotic cardiovascular disease. After the funeral, I signed and sent the paperwork back to Bob explaining what had happened with my husband's death on the back of the form. I informed Bob in the letter that I still would like the car for my son and father-in-law, but that I would like to discuss this change and to verify that he would still honor the contract. I mailed the paperwork around June 16, 2012. I did not hear from Bob until August 1, 2012, and by then I had learned of the poor quality of the vehicles produced by Bob and his staff and just wanted a refund based on being a widow.

7. In the interim, I was able to leave one message on their 828-776-0086 number asking for a call back to discuss the order. I also tried calling the 828-776-0086 and 828-768-0707 numbers daily for the last half of June and all of July. The last recording that I heard from Bob was on July 3rd stating they would be out of town for the 4th of July. All other messages both before and after said the mailbox was full. I have left thirteen (13) messages on their eBay account asking for a call back to discuss the car. Copies of the emails are attached to this affidavit as Exhibit D.

8. On July 23, 2012, July 24, 2012, and July 25, 2012, I sent emails to turtlevhare, Bob's eBay email address, stating that I would be passing through Black Mountain, North Carolina on July 27, 2012, and July 30, 2012, and wished to pick up my promised refund based on the business policy of full refunds if the "customer" dies before the vehicle is completed. My refund demand was also based on the company's inability to communicate and the company's inability to build a car as promised both in workmanship and time frame. Copies of the emails are attached to the

affidavit as Exhibit E.

9. I have been in contact with several current customers. One customer, Joe Godar, told me that he had been to one of the shops and had seen the refund policy relating to deceased customers on the wall of Bob's office.

10. On July 24, 2012, I sent a certified letter with a copy of my husband's death certificate demanding a full refund in the amount of fifteen thousand dollars (\$15,000). I again stated in the letter that I would be passing close to Black Mountain on July 27, 2012, and July 30, 2012, and that I could pick up the money then. I requested for Bob to call or email to make arrangements. He never responded. A copy of the letter is attached to the affidavit as Exhibit F

11. I arrived at the Black Mountain Shop on Friday, July 27, 2012, around 1:30 pm and the employees were headed out for the day. An older man, who was leaving the shop, used his cell phone to call Zak Kampert (Zak), son of Erica Kampert, who is listed as the business' build coordinator. Zak complained about having to drive the twenty to thirty minutes across town to meet me. I waited nearly an hour and Zak never showed up, but an employee David (a young African American gentleman) showed up with two copies of a new contract voiding the old contract signed by Zak. The new contract promised a full refund of fifteen thousand dollars (\$15,000) within thirty (30) business days. A copy of the signed contract is attached to the affidavit as Exhibit G.

12. On August 1, 2012, I finally got in contact with Bob on the phone who told me he had been away for thirty days (30) and it would take him at least sixty (60) to ninety (90) days to sort everything out, but that he would give me a full refund. He said that the capital of the company was depleted due to his employees "spending money on things that was not even for the company." One example that he gave me was that he found a receipt for twenty-five hundred dollars (\$2,500)

for Nissan parts, despite not even working on Nissans. When I stated that my money should not have been spent on anything but my car, he said that is not how he runs his business. Bob said that he pools all client money and spends from the pot as needed.

13. Bob then changed his story and told me he could show receipts for the parts for my car that he had ordered, which was right after he told me he had not ordered any parts for five weeks. I told him that I was sure he could show me receipts for car parts for a car, but it would not be my husband's car. Bob got upset with the accusation and started to hang up. I mentioned that I would forward all of this information to the Attorney General's Office and he said that if I did I would never see any money and then he hung up.

14. I emailed him three more times with the first two saying that I still expected a refund in the next thirty days. Bob emailed back that if I remove the negative comment off of eBay, then I would be more likely to see a refund. A copy of this email is attached to this affidavit as Exhibit F. In a third email I that said I would be happy to amend my comment as soon as I got a full refund back. Bob responded that my comment does not matter anyway. A copy of these emails is attached to this affidavit as Exhibit H.

15. On July 31, 2012, and August 1, 2012, Bob sent out two general emails to his customers stating that he has just gotten back into town and is assessing all of the company's problems. He plans to try to find financing and capital to finish all the builds and to help all twenty-five (25) customers get what they were fully promised. Copies of these two emails are attached to the affidavit as Exhibit I and J.

16. On August 2, 2012, I filed a complaint with the North Carolina Attorney General's Consumer Protection Division and began to work with Susan E. Davis, a Consumer Protection Specialist, regarding my complaint, concerns, and trying to get a refund and hopefully to stop

Robert McElreath, Erica Kampert, Zak Kampert and others from doing business. A copy of the complaint form is attached to this affidavit as Exhibit K.

17. On August 17, 2012, Bob through Erica's email account eckampert@live.com sent out a general email talking about needing new orders to be able to become fully stocked with parts and people, and be able to make payroll for the next thirty (30) days. He stated in the email that "she, Carol Thompson, is due for a refund, but she has a date on her contract that has yet to pass." Bob also wrote that he feels for Mrs. Thompson and that she is "truly the only person that meets policy to get a refund, but I want to make good on the others immediately." A copy of the email is attached to the affidavit as Exhibit L.

18. In addition, on August 17, 2012, I received a check for two thousand dollars (\$2,000). I have not received any other refunds.

19. Since August 2012, I have continued to gather evidence against Bob and I have a spreadsheet that I have been working on with all the consumers' information like VIN numbers, titles, emails, phone numbers, types of cars promised, as well as other items. One item that I have identified is the exact same car that was promised to three different consumers. I have posted comments on sites such as Ripoffreports.com and hitmantransam.com about my experiences with Bob and the company names he uses.

20. On February 6, 2013, Bob sent out a bulk email stating that George Payne finally "won" and that Bob was forced into bankruptcy and that his shop cannot open, sell, build, operate, or deliver any vehicle in the United States, and that customers can file civil actions but that everything is taken.



Carol L. Thompson

Sworn to and subscribed before me

this the 23rd day of April, 2013

(Notary Public)

Shauna M Swem

My Commission Expires:

12.26.15

