



5400 Creedmoor Rd
Raleigh, North Carolina 27612
919-571-4183

North Carolina Licensing Board for General Contractors

5400 Creedmoor Rd
Raleigh, North Carolina 27612

INSTRUCTIONS FOR FILING CHARGES AGAINST A GENERAL CONTRACTOR:

Complaint Procedures and Information for Complainants

This form may be used to submit information and material to the North Carolina Licensing Board for General Contractors (Board) to complain about the conduct and actions of a licensed general contractor. In order for the staff to properly investigate the charges, your responses and the information on this questionnaire and form should be clear, specific and factual. Section I requires important information concerning the nature of the complaint and the charges you are filing. Copies of exhibits such as contracts, letters, photographs or any other supporting documents may be attached to this form. The Board reserves the right to retain any material submitted with the complaint, and you may want to keep any originals for your personal use. Section II provides specific information to assist the Board in its investigation of the charges. To be legally sufficient, a complaint must be signed and sworn before a Notary Public. Please use the enclosed return envelope when submitting your complaint form to the Board office. Upon filing of the complaint, you will thereafter be referred to as the Complainant and the complained-of contractor as Respondent. Complainants are not a party to formal disciplinary proceedings before the Board. Parties to the investigative and disciplinary process are the Board and the licensed general contractor. Complainants should also be aware that:

- 1) The Board has no authority to provide you with legal counsel or advice where private counsel is necessary or appropriate.
- 2) The Board has no authority to order the Respondent contractors to pay money, make restitution, compel the Respondent to complete unfurnished projects or to undertake corrective action.
- 3) The Board is not required to obtain your consent or approval before entering into a settlement or Consent Agreement with the Respondent.
- 4) Complainants do not have the right to demand a hearing or to request that the Board take a specific course of action against the Respondent.

By North Carolina law, the Board only has the authority to impose discipline on the license issued to a general contractor. The primary objective with many of the Board's investigations is to determine whether a general contractor has complied with requirements of the North Carolina State Building Codes. The building codes set out minimum construction standards for critical issues such as public health and safety. The codes do not assure customer satisfaction, cosmetic quality, workmanship or contractual performance. Under the Board's disciplinary statute (N.C.G.S. §87-11), discipline may not be imposed on a licensee for cosmetic quality of workmanship for a project, building defects not governed by building codes or established industry standards, warranty, financial or contractual disputes, and other controversies where litigation and/or the advice of private counsel is appropriate. The Board may discipline licensed general contractors for conduct which includes fraud or deceit in obtaining a license, gross negligence—requiring more than a finding of simple negligence, incompetency, misconduct and willful violations of the licensing statutes. If an accused contractor is unlicensed, the Board only has lawful authority to seek an injunction in Superior Court to restrain the contractor from the further practice of general contracting.

In Section I, please list the contractor you are preferring charges against, specifying the exact name in which the contractor conducted business with you (and whether the contractor was doing business as an individual, sole proprietorship, partnership or corporation). Incorrectly naming the contractor in the form may result in the Board either dismissing the charges or a delay in the investigation. **Before mailing or submitting your complaint to the Board, please make sure all questions are answered, all necessary documents are attached, and that the form is signed and sworn before a Notary Public. Your name also must be signed at the bottom of this page verifying that you have read these instructions. Your complaint package will be returned to you for failure to comply with these requirements.**

When the Complaint is Received by the Board

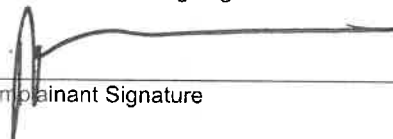
After your completed complaint is received by the Board office, an investigation file is opened and the complaint (case) is then assigned to a staff field investigator for investigation. Written notice of the charges will be forwarded to the general contractor (Respondent) for a response. Following a preliminary review of the complaint, the investigator may gather additional evidence by making an inspection of the project or the work in question. Investigators also may interview the Respondent, fact witnesses or other individuals familiar with the case. After an investigation is completed the case is referred to the Board's Review Committee, which then makes a recommendation to the Board as to whether probable cause exists to recommend that the case be presented to the full Board for a disciplinary hearing.

In addition to the probable cause recommendation, the Review Committee may recommend that a hearing is not necessary, or that some other sanction or discipline may be more appropriate for the licensee. The Review Committee may recommend to dismiss the complaint as unfounded or trivial, or for lack of probable cause. Once a determination has been made with a complaint, both the Respondent and Complainant are notified in writing of the decision. Until such notice is received, all communication with the Board must be directed to the field investigator assigned to the case. The actual decision of the Board is final and cannot be appealed. If a disciplinary hearing is conducted, based on its findings the Board may impose discipline by revoking or suspending the license of a general contractor. If a hearing is conducted, Complainants should be prepared to attend and testify at the hearing.

The Board may reveal information contained in your complaint to the accused general contractor. A receipt-funded occupational licensing board, the Board operates from the receipt of licensing fees and no State general fund revenues are received or used by the Board. Should you have any questions about preferring charges against a general contractor, please call the *Violations & Complaints* department at (919) 571-4189, or (919) 571-4183.

The complaint form should be signed and dated below. Mail the completed complaint form to the Licensing Board for General Contractors with all exhibits and documents attached. The complaint will not be accepted and will be returned to you if these instructions are not followed.

I have read the foregoing instructions for filing a sworn complaint:

 Date 12-12-19
Complainant Signature

Date 11/26/2019

SECTION I

Complaint against: Greenkind Builders, LLC and Michael Pollock
(person, firm, corporation license issued to)

License Number 77234 Telephone (828) 575-7969

109 Pinetree Drive Candler NC 28715
Street, P. O. Box, Route City State Zip

Your Name: Matthew Chambers and John Cram (828) [REDACTED]
Telephone (day/eve)

[REDACTED] Asheville NC 28801
Street, P. O. Box, Route City State Zip

Location of Project, work complained about: [REDACTED]
Street #, Lot #

Asheville Buncombe
City County

Directions to Site: Home at bottom of driveway

1. Did you execute a contract for this work with the general contractor named above? Yes
(If the contract between you and the general contractor is written, please attach a copy of this document to the complaint.)
2. If the contract is not written (oral/verbal), please briefly describe the contract terms:
Written - General Contractor agrees it was a fixed price contract. Renovation to an addition to existing home and
addition for a price of \$661,204.50.

3. Is this project or work complete? No If not, what percentage of completion or stage of construction is the project at the time of filing this complaint? When General Contractor quit work it was approximately 30% complete.
4. Has the general contractor been dismissed or terminated from the project? He quit, dissolved his LLC & filed personal bankruptcy
5. Has the general contractor abandoned the project? Yes
6. Has a Certificate of Occupancy or Certificate of Compliance been issued by the local (city, county) inspection department? No If so, date issued _____
7. Please list the dates or approximate dates when the work was performed by the general contractor in this complaint.
Start September, 2018 - General Contractor quite mid August, 2019.
8. Are you and the general contractor currently involved in any dispute or proceeding concerning purely monetary or contractual matter, or breach of contract? Yes
9. To your knowledge, have any civil complaints or lawsuits been filed by either you or the general contractor in this matter?
Yes - Applicants filed suit in Buncombe County - 19 CVS 4190
10. Please include additional or supporting details in the space provided below:
- Exhibit A - Explanation
- Exhibit B - Lawsuit filed
- Exhibit C - Contract
- Exhibit D - Articles of Dissolution
- Exhibit E - Transcript of Preliminary Injunction Hearing
- Exhibit F - Bankruptcy Petition

SECTION II

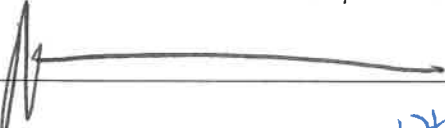
1. If applicable, please list the name of city or county inspection department which performed the required building code inspections for this project.
City of Asheville
2. Please list the name(s) of code officials or local building inspectors, if applicable, who are familiar with this complaint.
Do not know.

3. Are you aware of any building code violations in this complaint? Yes If yes, have these code violations been verified by local city or county code enforcement officials (building inspectors)? Don't know
4. Is the general contractor named in this complaint directly responsible for these code violations or other non-compliance with laws, and regulations applicable to the practice of general contracting? Yes If yes, please attach copies of inspection reports, orders for corrective action or other materials documenting such violations. See Attachment A
5. To your knowledge, has the general contractor been notified of any exiting building code violations, in this project? No
6. Has the general contractor proposed or undertaken any remedial work or repairs? No
7. Was the remedial work inspected by local code officials or other construction officials? _____
If yes, was this work approved by the inspector(s)? _____
8. If applicable, is the general contractor willing to correct or repair any building code violations or other deficiencies in this complaint?
No. Builder filed for bankruptcy. Also, never had proper license for amount of project.
9. Will you permit the general contractor to undertake or begin necessary corrections or remedial work? No
If not, please explain. He quit, stole money and filed personally for bankruptcy.
10. Please include additional or supporting details concerning questions 1 through 9 in the space provided below.

*Inspection reports, contract documents and other materials submitted with this form should be attached to the back of this page, as provided.

North Carolina General Statute § 87-11(a) requires that any charge filed against a general contractor shall be in writing and sworn to by the complainant before being submitted to the Licensing Board. Please sign this complaint in the space designated below. The execution of this complaint should be subscribed and attested by a NOTARY PUBLIC as shown.

Your signature



Date 12-12-19

Sworn to (or affirmed) and subscribed before me this 12th day

of December, 2019

Staci Noell Sprinkle
Notary Public Signature

My commission expires

Aug 1, 2020



**ROBERTS
& STEVENS**
ATTORNEYS AT LAW

MARC RUDOW*
WILLIAM CLARKE
VINCENT D. CHILDRESS, JR.
GREGORY D. HUTCHINS
WYATT S. STEVENS
MARK C. KURDYS*
JACQUELINE D. GRANT
DAVID L. ENGLISH
F. LACHICOTTE ("LACH") ZEMP, JR.
KENNETH R. HUNT
DENNIS L. MARTIN, JR.
ANN-PATTON HORNTAL
PHILLIP T. JACKSON

*DRC CERTIFIED MEDIATOR

CITY CENTRE BUILDING
301 COLLEGE STREET, SUITE 400 (28801)
POST OFFICE BOX 7647
ASHEVILLE, NORTH CAROLINA 28802
TELEPHONE (828) 252-6600
FACSIMILE (828) 258-6955
www.roberts-stevens.com

FILED
2019 DEC 16 12:35
JAMES W. K. WILDE
MARY ROBINSON HERVIG
JOHN D. NOOR
CAROLYN CLARK SNIRES
JOHN W. TOTH
KATHRYN MAULTSBY MADISON
L. ASHLEY SAVILLE-AMTOWER
ELIZABETH TRAMM DECHANT
SUSAN RUSSO KLEIN
FOUNDERS
LONDON ROBERTS
(1921-2007)
JOHN S. STEVENS
(1933-2019)

December 12, 2019

North Carolina Licensing Board for General Contractors
5400 Creedmoor Road
Raleigh, NC 27612

To Whom It May Concern:

Please see enclosed a Complaint against Greenkind Builders, LLC and Michael Pollock on behalf of Matthew Chambers and John Cram.

Very truly yours,

Regina M. Salerno
Legal Assistant

/Enclosure

Paragraph 10 Additional Facts

Exhibit B is a lawsuit filed by the Complainants in this matter. It sets forth the issues in detail, but basically the General Contractor took Complainants' money including the full payment for material draws and within fourteen days quit all work, failed to pay subcontractors, and filed to dissolve Greenkind Builders, LLC. After Complainants filed a lawsuit, the qualifier, Michael Pollock filed for Chapter 7 bankruptcy protection.

Complainants filed a civil lawsuit and motions for a temporary restraining order and preliminary injunction to prevent Greenkind Builders, LLC and Michael Pollock from spending any money remaining in their bank accounts. As of the date of the preliminary injunction hearing, Pollock testified he had approximately \$500 in his personal bank account and he had closed Greenkind Builders, LLC's account before the hearing.

Complainants paid Greenkind Builders, LLC the total amount requested for materials to complete the job which amount is \$368,261.25. Plaintiff paid the final two material draws as follows:

- a) 92,000 – approximately June 14, 2019
- b) 93,000 – approximately July 30, 2019

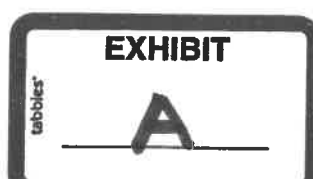
After getting these two materials payments, Greenkind quit work around August 9, 2019. Despite receiving \$368,261.25 from Complainants for materials and \$187,000 for labor, Greenkind quit work and layed off his employees by August 9, 2019 within 60 days of being paid an additional \$185,000.

Despite being paid a total of \$555,261.25, Greenkind only completed approximately 30% of the work and did not pay many subcontractors. The complete project was for a fixed price of \$661,204.50. Multiple subcontractors have approached Complainants about unpaid invoices and Complainants have paid them, which means they have paid twice now for the same work.

Complainants filed suit on September 20, 2019. Michael Pollock filed for Chapter 7 bankruptcy on October 22, 2019. The transcript of a preliminary injunction hearing is being provided. Exhibit E. Pollock admits to being a bad businessman and that he owes Complainants money. Complainants submit that Greenkind/Pollock is much more than a bad businessman and is guilty of fraud. Greenkind/Pollock knew when he got the last two materials draws totaling \$185,000 he had plenty of money to pay subcontractors on Complainants' project. He knew when he got those draws he was not going to spend it on Complainants' project and he knew that he was not going to complete Complainants' project.

Regardless of whether Pollock is guilty of being a bad businessman or guilty of fraudulent conduct, he squandered Complainants' money. Complainants have been approached by multiple victims of Greenkind/Pollock.

Michael Pollock should never be allowed to hold a general contractor's license and of course he is currently in bankruptcy proceedings. Upon information and belief he continue to work in the



construction industry. At the time Greenkind/Pollock quit the job, the two story addition called for in the parties' contract did not have a roof. He left the project exposed to the elements despite having been paid \$185,000 within 60 day of quitting.

Michael Pollock/Greenkind ran a Ponzi scheme, left multiple victim's in his wake and likely intends to begin again if ever allowed to hold a general contractor's license. Michael Pollock should never be allowed to hold a general contractor's license in North Carolina.

Building Defects/Code Violations from Replacement Builder – Mark Zornig

- * Ignored the approved engineered plans.
- * Made across the board changes without authorization or amending plans or permits.
- * Changing from insulated concrete structural wall panels to standard 2X6 wood framing on all exterior walls, removing two large structural concrete columns and beam support to completely change the engineered floor framing design, turning two main support beams in the opposite in the opposite direction as planned, ignoring any structural connection to the concrete foundation wall structure.
- * Failing to submit these changes as amendments to the approved plans by the city building permit department.
- * Although, city inspections were made and approved on the concrete foundations, Medlock & Associates Engineers were not called for any of these field inspections, therefore they would not have approved the final CO.
- * It was discovered that no waterproofing or foundation drains were installed, these drains were noted on the engineers' drawings and required by building code.

Upon assuming the duties and responsibilities of the General Contractor for this job, I immediately contacted Medlock & Associates Engineering to request on onsite visit. They would not do any further work on this project due to not being paid since they first started on this project.

I negotiated a 50% down payment of the past due balance in order to re-engage the firm on this project. Since the initial deposit, we have paid \$7630.00. We paid these additional funds to amend their drawing to reflect as-built conditions. Additional time was required to specify new hardware connections in various locations. We have since completed the approximately 75% of newly required hardware and structural connections. We expect additional cost for this engineering to total approximately \$10,000.00.

An architect, Bruce Johnson, AIA, has been retained to make any necessary architectural changes to the plans. We have subsequently paid approximately \$15,000.00. Although some of these architectural drawings would have been required anyway, most were due to unauthorized changes made by Mike Pollock onsite.

We expect to have these engineered and architectural drawings completed and submitted to the city permit department as amendments to the original approved drawings by mid December.

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

JOHN E. CRAM and
JOHN MATTHEW CHAMBERS,

FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

2019 SEP 29 P 2:35

FILE 19CV 04190

BUNCOMBE CO., C.S.C.

Plaintiffs,

VERIFIED COMPLAINT

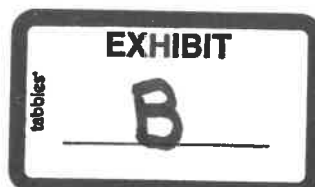
vs.

MICHAEL ALEXANDER POLLOCK
And GREENKIND BUILDERS, LLC,

Defendants.

NOW COME Plaintiffs, by and through counsel complaining of Defendants allege the following:

1. Plaintiffs, John E. Cram and John Matthew Chambers are citizens and residents of Buncombe County, North Carolina. They are married.
2. Defendant, Michael Alexander Pollock is a citizen and resident of Buncombe County, North Carolina.
3. Defendant Greenkind Builders LLC (hereinafter "Greenkind") is a North Carolina company with its principal place of business in Black Mountain, NC.
4. Defendant Pollock was the only member and only manager of Greenkind Builders, LLC.
5. Greenkind filed articles of dissolution on or about August 19, 2019.
6. The parties had a contract for construction whereby Defendants were renovating a portion of the existing structure at 175 Lakewood Drive, Asheville, NC, and build an addition. The contract also called for Defendants to perform certain work in the construction of a greenhouse on the Plaintiff's property.
7. There was a set of plans and the price for the work was \$661,204.50.
8. Work began in September 2018.
9. Though Defendants had not incurred expenses beyond what it had expended for materials and labor, Defendants repeatedly requested more money from Plaintiffs, including payments of \$368,261.25 in materials and \$187,000 in labor costs. Plaintiffs paid these amounts.



10. At the time Defendants abandoned the job and terminated all of its employees and independent contractors, Plaintiffs' replacement general contractor estimates 30% of the worked called for in the parties' contract had been completed by Defendants.
11. In the late summer of 2019, Plaintiffs began asking for invoices to see why Defendant needed more money.
12. Among other things, Defendants told Plaintiff, Matthew Chambers that he had paid the plumber \$21,000.00. After Defendants walked off the job, Plaintiffs learned that the actual costs for plumbing invoices was a little over \$11,000.00
13. Defendants were requesting the final materials amount of \$93,000.00. Defendant gave Plaintiffs no indication that he was having financial problems or that he would not complete his scope of work for the amount promised.
14. Plaintiffs relied upon Defendants' assurance that he would complete their home and that he needed the requested payments for materials.
15. Plaintiffs gave Defendants a check for \$93,000 on or about July 30, 2019. This payment was the fourth and final materials payment.
16. Plaintiffs asked for a meeting with Defendants.
17. Defendant Pollock told Plaintiff Chambers he would meet with him on Wednesday, August 7, 2019. Ten minutes before the meeting was scheduled to begin Defendant Pollock cancelled the meeting in a text message.
18. Plaintiffs made efforts to get Defendant Pollock to communicate however texts from Plaintiff Chambers went unanswered.
19. Plaintiffs learned that Defendants terminated or laid off their project manager on or about Friday, August 9, 2019.
20. Defendants requested a payment for materials of \$93,000 on or about July 30, 2019, and then shut his business down on or about August 9, 2019, and filed Articles of Dissolution of Greenkind Builders, LLC, on or about August 29, 2019.
21. Defendants did not use the final materials payment of \$93,000 to pay for materials or subcontractors providing services and labor for Plaintiffs' project. Defendant did not use previous materials payments to pay for many materials or for services provided by various subcontractors.
22. Defendants abandoned Plaintiffs' job in August 2019.
23. Since Defendants abandoned the job, at least three subcontractors have approached Plaintiffs indicating they were not paid by Defendants.

24. Upon information and belief, Defendant Greenkind Builders, LLC was a licensed general contractor with a limited license when the project began. Defendant Pollock was the qualifier for Greenkind, but with a limited license is only able to perform on projects with a value less than \$500,000.00
25. Defendants' contract made clear Defendants knew it agreed to perform a contract above what its license permitted.
26. In July 2019, Defendants knew for whatever reason it could not perform the parties' contract, yet requested additional monies from Plaintiffs, fraudulently inducing Plaintiffs to pay additional sums because they wanted the project completed as they were living in a construction zone.
27. Defendants knew they were not going to perform their contractual obligations at the time they demanded and received a \$93,000 payment from Plaintiffs.
28. At the time Defendants abandoned the job, Defendants had not completed the remodel of the existing structure.
29. At the time Defendants abandoned the job, in regards to the multi-story addition, Defendants had the foundation complete and framing of a portion of the second story walls. Defendants had not put a roof on the addition and had left the addition exposed to the elements for a long period of time.
30. Plaintiffs have learned the Defendant did not construct the home according to the structural plans. Consequently, Plaintiff's new builder is having to have the home evaluated by structural engineers to see if the home is structurally sound.
31. Subflooring and other framing materials have been compromised by Defendants leaving them exposed for a significant length of time.

First Claim for Relief

(Breach of Contract/Greenkind Builders LLC)

32. Plaintiffs incorporate their allegations contained in Paragraphs 1-31 as if set forth fully herein.
33. Defendants breached the parties contract by:
 - a. Committing fraud by demanding money for materials but not paying for materials and not paying subcontractors.
 - b. Entering into a contract that was legally not permissible and in violation of North Carolina law because Defendants did not have the license required.
 - c. Quitting the project.

- d. Not following plans.
 - e. Failing to complete the project in a reasonable period of time.
 - f. Performing defective work.
 - g. Performing incomplete work.
 - h. For dissolving Greenkind Builders LLC during the course of the project.
34. Plaintiffs have sustained damages as a result of Defendants' breach of the parties agreement proximately caused by Defendants and are entitled to recover damages in excess of \$25,000.00

Second Claim for Relief
(Fraud Against Both Defendants)

35. Plaintiffs incorporate their allegations contained in Paragraphs 1-34 as if set forth fully herein.
36. Defendants have made numerous misrepresentations and omissions of material fact to Plaintiffs, including but not limited to the following;
- a. Representing that they had the proper license for the project, when in fact, Defendants knew they did not have the proper license.
 - b. Representing to Plaintiffs that it paid \$21,000 for plumbing when they knew they had not paid that amount.
 - c. Representing to Plaintiffs that it was paying for materials and subcontractors as the project progressed, when it is now known multiple material supplier and/or subcontractors and engineers were not paid.
 - d. Representing to Plaintiffs in July 2019, that it would finish the project, when it apparently was making plans to shut-down and dissolve Greenkind Builders, LLC.
 - e. Representing to Plaintiffs that more money was required for materials and that the money would be spent on material inducing Plaintiffs to pay the entire material estimate and the home is only 30% complete.
 - f. Representing to Plaintiffs that they were required to pay the last material draw of \$93,000 on approximately July 30, 2019, when Defendant knew it was not going to spend that money on materials for Plaintiffs' project and knew Greenkind Builders LLC was going to shut-down.
 - g. Misrepresenting labor costs and requesting labor payments for time when no labor was being performed.
37. To date, Defendants demanded the entire amount budged for materials and Plaintiffs paid it in the amount of 4368,261, yet the home is only 30% complete with materialmen and subcontractors left unpaid by Defendants.
38. At the time Defendants made these material misrepresentations, Defendant knew them to be false and they were made with the intention that Plaintiffs would rely upon these misrepresentations.

39. Plaintiffs did in fact reasonably rely upon the material misrepresentations and omissions of material fact to their detriment.
40. Defendants made the representations to benefit both of them since Pollock is the only member of Greenkind Builders LLC and was in complete control of its finances, and knew what it could and could not do.
41. As a proximate result of the fraud and deception Plaintiff have suffered and will continue to suffer monetary damages in an amount in excess of \$25,000.00. Defendants are jointly and severally liable to the Plaintiffs.
42. The misrepresentations and omissions of material fact were willful and wanton and entitle Plaintiffs to an award of punitive damages in an amount in excess of \$25,000.00

Third Claim for Relief

(Unfair and/or Deceptive Trade Practices Against Both Defendants)

43. Plaintiffs incorporate their allegations contained in Paragraphs 1-41 as if set forth fully herein.
44. The actions and other wrongful conduct of the Defendants as set forth herein above constitute unfair and deceptive trade practices and were in or affecting commerce in North Carolina, pursuant to N.C.G.S 75-1.1, et sq.
45. As a direct and proximate result of the unfair and deceptive trade practices of the Defendants, Plaintiff have suffered damages and continue to suffer damages in an amount in excess of \$25,000.00.
46. Plaintiffs are entitled to have their damages against the Defendants trebled and have the court costs of this action, including reasonable attorneys' fees taxed against said defendants pursuant to N.C.G.S. 75-1.1.

Fourth Claim for Relief

(Conversion Against Both Defendants)

47. Plaintiffs incorporate their allegations contained in Paragraphs 1-45 as if set forth fully herein.
48. Defendants have intentionally assumed and exercised a right of ownership over portions of Plaintiffs' funds to which Defendants have no lawful right, to the exclusion of Plaintiffs.
49. Defendants conduct described above constitutes a conversion of Plaintiff's property for Defendants' wrongful use and benefit.

50. Upon information and belief, Defendant Pollock looted payments made to Greenkind for his own benefit and ignored Greenkind's contractual responsibilities. Upon information and belief he coerced payments from Plaintiff when he knew he and Greenkind were not going to perform work and were not going to pay subcontractors, materialmen, and engineers.
51. As a foreseeable and proximate result of the conversion of Plaintiffs' property, Plaintiffs have incurred monetary damages and they are entitled to recover from Defendants jointly and severally in an amount exceeding \$25,000.00

Fifth Claim for Relief

(Temporary, Preliminary and Permanent Injunctive Relief)

52. Plaintiffs incorporate their allegations contained in Paragraphs 1-51 as if set forth fully herein.
53. Upon information and belief, one or more of the Defendants are in possession of portions of Plaintiffs' money to which Defendants have no lawful right or claim and said funds have been converted and otherwise wasted, alienated, or dissipated to the immediate and irreparable injury, loss, and damage to Plaintiffs.
54. Greenkind demanded and accepted a payment in July 30, 2019, of \$93,000, received the payment and in short order dissolved itself.
55. Defendant Pollock requested this payment and upon information put it in his own pocket and used it for his own purposes rather than pay for materials and subcontractors working on Plaintiffs' project.
56. Plaintiffs are entitled to injunctive relief, including but not necessarily limited to:
- a. Compelling Defendants to immediately cease and desist, absent obtaining leave of the Court, from disposing of, transferring, expending, using or otherwise compromising in any way any of Plaintiffs' fund in their possession, custody or control.
 - b. Compelling Defendants to immediately preserve all bookkeeping, accounting financial, and other business records and other documents, and all computers and other devices on which any such information is stored, pertaining in any way to Defendant's contract with Plaintiffs, Plaintiffs' property and Plaintiffs' project, including but not limited to all documents reflecting or relating to the whereabouts of all funds any of the Defendants received from Plaintiffs;
 - c. For such other and further injunctive relief against Defendants as appropriate to protect Plaintiffs' rights and interests.
57. Plaintiffs are likely to prevail on the merits of this action. Defendants have been paid a total of \$555,261 on a home that was to be constructed for an approximate total of

\$661,204.50 and only 30% of the home is complete and subcontractor and materialmen utilized to get the home to 30% complete have not been paid.

58. Unless Defendants are restrained from hiding and funneling away Plaintiffs money, Plaintiffs will be irreparably harmed.

59. Plaintiffs are likely to prevail on the merits of their claims.

Sixth Claim for Relief
(Piercing the Corporate Veil)

60. Plaintiffs incorporate their allegations contained in Paragraphs 1-59 as if set forth fully herein.

61. Greenkind Builders LLC, is the alter ego of Defendant Pollock. Defendant Pollock exercised complete control over the finances, policy and business decision of Greenkind Builders LLC, such that the business entity had no separate mind, will, or existence of its own.

62. Upon information and belief, one of the purposes of Greenkind Builders LLC was an attempt to shield Mike Pollock from civil liability.

63. Mike Pollock was the only member and only manager of Greenkind Builders LLC at all relevant times alleged in the Complaint.

64. Greenkind Builders, LLC did not follow corporate formalities upon information and belief.

65. Mike Pollock left Greenkind Builders, LLC underfunded and incapable of honoring its contractual responsibilities.

66. Upon information and belief, Mike Pollock used money not owed to him or Greenkind paid by Plaintiffs to benefit himself and to assist him with his own personal liabilities.

67. Upon information and belief, Greenkind Builders LLC was a way for Mike Pollock to defraud Plaintiffs of their money for his own benefit and liabilities.

68. Plaintiffs should be allowed to pierce the corporate veil and pursue Mike Pollock individually for the fraudulent conduct of himself and the LLC he controlled.

69. Unless Mike Pollock looted the assets of Greenkind Builders, LLC paid by Plaintiffs, it should have had plenty of assets to pay subcontractors, employees, and purchase materials.

70. Defendant Pollock has severely abused the corporate form in an effort to avoid personal liability. He has left a string of victims in his wake.
71. Pollock demanded and received \$93,000 from Plaintiffs and dissolved Greenkind Builders LLC shortly thereafter without paying for materials and without paying subcontractors.
72. Plaintiffs should be allowed to pierce the corporate veil and hold Defendant Pollock personally responsible for his conduct.

WHEREFORE, Plaintiffs respectfully pray the Court recover as follows:

1. For a judgment jointly and severally against Defendants in excess of \$25,000, in addition to prejudgment and post-judgment interest as allowed by law;
2. For punitive damages for Defendants' willful, wanton, and fraudulent conduct;
3. For treble damages for Defendants' unfair and/or deceptive trade practices;
4. For attorney's fees as allowed by Chapter 75 and as otherwise allowed by law;
5. For pre-judgment and post-judgment interest;
6. The costs of this action; and
7. For all such other relief that the Court deems just and proper.
8. For trial by jury.

THIS the 20th day of September, 2019.

ROBERTS & STEVENS, P.A.


KENNETH R. HUNT
Attorney for Plaintiffs
P.O. Box 7647
Asheville, NC 28802
(828) 252-6600
NC Bar No. 26911
khunt@roberts-stevens.com