

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN
AND FOR, BROWARD COUNTY, FLORIDA**

Case Number:

**OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA**

Plaintiff,

vs.

**GATOR'S CARPET AND UPHOLSTERY
CLEANING, INC.** a Florida Corporation
WALTER LAFRENIERE, individually and as
Owner, President, and Director of **GATOR'S
CARPET AND UPHOLSTERY CLEANING,
INC.**

Defendants.

COMPLAINT

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (hereinafter referred to as "Plaintiff"), sues Defendants GATOR'S CARPET AND UPHOLSTERY CLEANING, INC. an active Florida corporation and WALTER LAFRENIERE, individually and as owner, president and director of GATOR'S CARPET AND UPHOLSTERY INC. (hereinafter referred to as "Defendants") and alleges.

JURISDICTION AND VENUE

1. This is an action for restitution, penalties, and injunctive relief, brought pursuant to Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2001).

2. This Honorable Court has jurisdiction pursuant to the provisions of said statute.
3. The Plaintiff is an enforcing authority of Florida's Deceptive and Unfair Trade Practices Act as defined in Chapter 501, Part II, Florida Statutes, and is authorized to seek restitution, penalties, injunctive and other statutory relief pursuant to the Act.
4. The statutory violations alleged herein occurred in Broward and Palm Beach Counties and venue is proper in, Broward County, the Seventeenth Judicial Circuit, as the principal place of business of the Defendants is Broward County, Florida.
5. The Plaintiff has conducted an investigation, and the head of the enforcing authority, Attorney General Charles J. Crist, Jr. has determined that an enforcement action serves the public interest.
6. The Defendants, at all times material hereto, provided goods or services as defined within Section 501.203(8), Florida Statutes (2001).
7. The Defendants, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes (2001).
8. The Defendants, at all times material hereto, were engaged in a trade or commerce within the definition of Section 501.203(8), Florida Statutes (2001).

THE DEFENDANTS

9. The Defendant GATOR'S CARPET AND UPHOLSTERY CLEANING, INC., is a Florida for-profit corporation. The principal and mailing address for this corporation is 6428 NW 28th Lane, Margate, Florida.
10. The Defendant WALTER LAFRENIERE, an adult over the age of twenty one, was at all times material, an owner, officer and/or director of Defendant, GATOR'S CARPET AND

UPHOLSTERY CLEANING, INC.

11. The Defendant, WALTER LAFRENIERE, is a resident of Broward County, Florida.
12. At all times material to this action, WALTER LAFRENIERE knew of, approved and exerted control over the activities of Defendant, GATOR'S CARPET AND UPHOLSTERY CLEANING, INC.
13. The Defendants offered hurricane water removal services to the general public. Said services included but were not limited to the removal of wet carpeting and padding, the use of fans and dehumidifiers to dry floors and carpet, and the use of anti-mold chemicals.

DECEPTIVE AND UNFAIR TRADE PRACTICES

14. The Defendants primarily targeted elderly citizens, often suffering with handicaps.
15. The Defendants used deceptive sales tactics to enter their residences and/or gain access to said customers.
16. The Defendants made false assurances to customers that the costs for the water removal would be covered by the victim's insurance companies.
17. The Defendants used high pressure sales tactics and intimidation to induce consumers into signing contracts for water removal services.
18. The victims were not shown or given price lists nor were they advised as to the cost of the services. In those instances when the victims were shown a price list they were briefly shown the list and were never left a copy. When they did inquire about the costs, the Defendant, WALTER LAFRENIERE, advised the victims not to be concerned, that their costs would be covered by their insurance companies. In fact, the cost of the services charged for the water removal was not within the prices normally charged by a provider in this industry and ultimately were not fully paid by the insurance companies, leaving the

victims exposed to several thousand of dollars in unpaid fees. The Defendant WALTER LAFRENIERE knew, or should have known, that the insurance companies would not fully cover his fees, however he deceived the victims by advising them that the insurance companies would pay for his services, excluding any deductible.

19. The Defendants would leave equipment at the victims' residence(s) after the carpets were dry. The victims were billed for the continued, unnecessary use of this equipment. This practice was designed to inflate the costs of the services to the consumer. Several victims complained to the Defendant about the equipment being left too long but they were still overcharged.

20. As part of the Defendant's unfair and deceptive trade practices the Defendants demanded that the victims agree to a five (5) day minimum service contract and compelled the victims to waive their rights to cancel the contract. This practice is in violation of 16 C.F.R. sec. 429.1.

21. In the furtherance of the predatory business scheme, the Defendant WALTER LAFRENIERE would intimidate the victims by threatening that he would file a lien and sell their property to pay his fees. This predatory practice placed the elderly in duress and forced several victims to pay the Defendant for fear of losing their residences. The Defendant has filed an estimated thirty (30) liens, in Broward and Palm Beach Counties, in the furtherance of his predatory business practices against the elderly.

22. The method used by the Defendant WALTER LAFRENIERE whereby he isolated elderly victims, used coercive, dishonest, and predatory business practices to impose his services at an excessive rate and then file a property lien to collect his fees, comprises an unfair and deceptive trade practice within the meaning of the Deceptive and Unfair Trade Practices Act.

23. The Defendants misrepresented to the victims that the victims' credit cards would be used only for an initial deposit. Upon obtaining access to the credit card information, the Defendants would charge several thousand dollars in service fees without the victims' permission.

24. The Defendants would fail to relay to the victims the cost of the water removal services to be performed.

25. The Defendants would quote a service fee that was thousands of dollars below the actual amounts later charged to the victims' credit cards. In these instances, any additional charges were not justified by unforeseen or unexpected costs.

COUNT ONE

VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT, F.S. 501.201

26. The Plaintiff alleges paragraphs 1 through 25 as if fully set forth below and incorporates them as elements of this count.

27. Chapter 501.204(1), Florida Statutes states that unfair or deceptive acts used in the conduct of any trade or commerce are unlawful.

28. The acts and practices of the Defendants, as set forth in paragraphs 14 through 25 and incorporated herein, are injurious to the public and constitute unfair and deceptive acts and practices within the intent and meaning of Section 501, Part II, Florida Statutes.

29. The Defendants willfully used the aforesaid acts and practices to victimize, or to attempt to victimize, senior citizens or handicapped persons where said Defendants knew or had reason to know that their conduct was unfair and deceptive, in violation of F.S. 501.2077.

30. Said acts and practices of the Defendants occurred beginning a date unknown but at least subsequent to June 2004 and upon information and belief, continue to the present date.

31. That unless the Defendants are enjoined from further acts and practices which are the basis of this complaint, the continued activities of the Defendants will result in irreparable injury to the public.

WHEREFORE, the Plaintiff respectfully requests:

1. The granting of a permanent injunction against the Defendants, and those persons in active concert or participation with the Defendants, who receive actual or constructive notice of this injunction, prohibiting such persons from:
 - a) operating any business entity in the State of Florida related to water removal or carpet cleaning services, and
 - b) violating the provisions of the Florida Deceptive and Unfair Trade Practices Act.
2. An order for the corporate dissolution of Gator's Carpet and Upholstery Cleaning Inc.
3. Attorney's fees and costs pursuant to F.S. 501.2105.
4. Assessment against the Defendants of civil penalties in the amount of ten thousand dollars (\$10,000.00) for each act or practice found to be in violation of Chapter 501, Part II.
5. An award for prejudgment interest.
6. Orders vacating all property liens found to have been entered as a result of the unfair and deceptive acts material to this Complaint.
7. Temporary relief pursuant to F.S. 501.207.
8. Assessment against the Defendants of civil penalties in the amount of fifteen thousand dollars (\$15,000.00) for each instance in which Defendants are found to have

willfully used or attempted to use a practice or act in violation of F.S. 501, Part II to victimize senior citizens or handicapped persons pursuant to F.S. 501.2077.

9. Waive the posting of any bond by Plaintiff in this action.
10. All other relief as this Honorable Court deems just and proper.

Respectfully submitted,

CHARLES J. CRIST, JR.
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By:

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