

**IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA**

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

Case No.:

Plaintiff,

v.

**ERIC N. NELSON, Individually and in his
Capacity as Owner and Director of Albacore
Woodworking Corporation, Inc., Ancient Arts
Corporation, Inc., and LaCroix Woodworking
Corporation, Inc., ERIC N. NELSON d/b/a
WS Industries, Inc., ALBACORE WOODWORKING
CORPORATION, INC., A Florida Corporation,
ANCIENT ARTS CORPORATION, INC., A Florida
Corporation, and LACROIX WOODWORKING
CORPORATION, INC., A Florida Corporation.**

Defendants.

**COMPLAINT FOR DECLARATORY JUDGMENT,
PERMANENT INJUNCTIVE RELIEF, AND OTHER STATUTORY RELIEF**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs
(hereinafter "Attorney General"), sues Defendants, and alleges:

JURISDICTION AND VENUE

1. This is an action for Declaratory Judgment, Permanent Injunctive Relief, Damages, Civil Penalties and other statutory relief, brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2006).
2. This Court has jurisdiction pursuant to Section 501.207, Fla. Stat. (2006).

3. Plaintiff, Attorney General, is an enforcing authority of Chapter 501, Part II, Florida Statutes (2006), and is authorized to seek the relief sought herein. The damages sought on behalf of consumers in this action exceed \$15,000.
4. The State has conducted an investigation of the matters alleged herein and Attorney General Bill McCollum has determined that this enforcement action serves the public interest, as required by Section 501.207(2), Florida Statutes (2006). (See attached Exhibit A.)
5. Defendant, ERIC NELSON is an individual owner, director, and/or manager of the corporate defendants. ERIC NELSON is a resident of Duval County, Florida with his primary residence listed as 6376 Greenland Road, #6, Jacksonville, Florida.
6. Defendant, ERIC NELSON also conducted business and purported to represent W.S. Industries as a corporation. W.S. Industries is otherwise not registered or incorporated within Florida and is considered one and the same as ERIC NELSON . The purported address of W.S. Industries is 6376 Greenland Road, #6, Jacksonville, Florida. ERIC NELSON d/b/a W.S. Industries engaged in the business of providing custom woodworking, stripping, refinishing, and restoration of antique furniture and doors.
7. Defendant, Albacore Woodworking Corporation, Inc., is a for-profit corporation which is authorized to do business in this state. Its address is 211 Boating Club Road, Saint Augustine, Florida. The registered agent as designated to the Florida Secretary of State is Donald LaCroix at the same listed address. Albacore Woodworking Corporation, Inc. engaged in the business of providing custom woodworking, stripping, refinishing, and restoration of antique furniture and doors.
8. Defendant, LaCroix Woodworking Corporation, Inc. is a for-profit corporation which is authorized to do business in this state. Its address is 6376 Greenland Road, #6, Jacksonville,

Florida. The registered agent as designated to the Florida Secretary of State is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301. W.S. Industries engaged in the business of providing custom woodworking, stripping, refinishing, and restoration of antique furniture and doors.

9. Defendant, Ancient Arts Corporation, Inc. is a for-profit corporation which is authorized to do business in this state. Its address is 6376 Greenland Road, #6, Jacksonville, Florida. The registered agent as designated to the Florida Secretary of State is Donald LaCroix at the same listed address. Ancient Arts Corporation Inc. engaged in the business of providing custom woodworking, stripping, refinishing, and restoration of antique furniture and doors.
10. The Defendants contracted with consumers to perform wood working and carpentry services.
11. Between January 1, 2003 through the present, the Defendants engaged in a systematic course of conduct intended to defraud consumers by using one or more of the following practices:
 - a. Misrepresentation;
 - b. Threats;
 - c. Intimidation;
 - d. Fraud;
 - e. Deceit;
 - f. Extortion.
12. In varying forms of the above practices, and while utilizing varying corporate artifices, the Defendants engaged in violative activities ultimately designed to charge additional money to their consumers.
13. Defendants collected full or partial payment up front based on a quote or estimate provided to customers.
14. Prior to final delivery and without customer consent, Defendants inflated the price of the projects.

15. Defendants held customer goods hostage until the increased price was paid.
16. When consumers contested these increased fees, Defendant Nelson resorted to verbal abuse, threats, intimidation, harassment, and extortion. In some cases he advised consumers that their refusal to pay will result in their furniture being either destroyed or sold. In other cases he would threaten woman that he would “photoshop their faces on nude models and put them on his adult website”.
17. Defendants’ activities alleged herein occurred in or affect more than one judicial circuit in the State of Florida, including the Fourth Judicial Circuit in Duval County.
18. All actions material to the complaint have occurred between May 15, 2003 and the present.
19. Defendants have used the corporate entities interchangeably in an attempt to avoid or diffuse liability for their actions.
20. Numerous Florida consumers have been injured and effected by the Defendants unlawful actions. A sampling of such actions and consumer harm is more fully outlined below:

CURTIS S. FALLGATTER

21. Curtis Fallgatter entered into a contract with Eric Nelson and WS Industries to build a set of custom doors for the entrance to his law firm in Jacksonville, Florida.
22. Mr. Fallgatter provided Defendant Nelson with detailed specifications including measurements and photos of the style of glass to be used.
23. Eric Nelson accepted a contract and a deposit of \$7,500.00 towards the total quoted price of \$11,200.00 for the project which was promised in approximately eight weeks. After seven months of excuses, contradictions and delays by Mr. Nelson, Mr. Fallgatter began insisting that Nelson and W.S. Industries perform their contractual duties or refund the deposit.

24. Eric Nelson shouted obscenities at Mr. Fallgatter's receptionist and told her to stop calling him. By the twelfth month Mr. Nelson offered to settle by giving Mr. Fallgatter \$1,500.00 or he would file bankruptcy again to avoid a civil action against him.
25. Mr. Fallgatter ordered a deposition of Mr. Nelson, who finally appeared on the third request. Eric Nelson was video recorded boasting that he used marijuana and ecstasy prior to the deposition, in an apparent attempt to negate any findings or admissions during the deposition.
26. Eric Nelson made a mockery of Mr. Fallgatter's civil attempt to remedy Mr. Nelson's obvious theft by contract.
27. Mr. Fallgatter filed for civil action and Mr. Nelson filed for bankruptcy protection.
28. Mr. Fallgatter suffered a loss of \$7,500.00 plus legal costs.

HELEN BREEDING

29. In September of 2005, Helen Breeding entered into a contract with Defendants Eric Nelson and WS Industries to refinish 14 antique doors.
30. Defendants Nelson and WS Industries quoted and accepted full payment of \$1,400 for services contemplated by the contract.
31. Upon completion of the work, Defendants or their agents arrived at Ms. Breeding's home to deliver the doors but demanded an additional \$1,100 before delivering the doors.
32. Ms. Breeding declined to pay an additional amount so the delivery did not take place.
33. Defendants informed Ms. Breeding that if she did not pay the additional amount, she would never get her doors back. When she again declined to pay, Defendant Eric Nelson informed her that he would "throw her doors in the dumpster".

34. Eventually, through a court order entered in a county court civil proceeding, Defendant Nelson returned the doors.

KAREN MAGUIRE

35. Karen McGuire contacted Defendant Albacore Woodworking Corporation and Eric Nelson on September 1, of 2005.

36. Ms. McGuire asked for a quote to repair a chest of drawers.

37. Ms. McGuire entered into a contract with Defendant Albacore to replace the drawer guides on the chest. The estimated cost was \$100.00 and she informed the Defendants that she did not want the work done if it would exceed \$100.00.

38. After numerous efforts to contact to the Defendants were unsuccessful and unreturned, Ms. McGuire investigated the company and found numerous reports with the local Better Business Bureau.

39. Ms. McGuire resigned herself to the fact that she was likely out her \$100.00 and would probably never see her chest again.

40. Sometime in October of 2005, Eric Nelson contacted Ms. McGuire and asked her “what her problem was”. He further told her about his involvement in the adult entertainment industry and verbally abused her. She hung up the telephone on Defendant Nelson.

41. In November of 2005, Defendant Eric Nelson called Ms. McGuire again and informed her that it would be an additional \$318.00 to get her chest back. She asked about their contract, to which Defendant Nelson replied, “there is no proof of our arrangement and my contract says ‘no estimates given’”.

42. Ms. McGuire informed Defendant Nelson that she did not wish to pay the money and that he could keep the dresser. Defendant Nelson threatened to sue her. Out of fear, Ms. McGuire paid an additional \$318.00 and had her dresser delivered. The dresser was returned in worse shape than when Defendants originally picked it up.

MARY COLEMAN

43. On January 21, 2005, Mary Coleman contacted Albacore Woodworking about refinishing her kitchen cabinets. She was told by Eric Nelson that he was an expert in this area and charged \$45.00 per hour.

44. Defendant Eric Nelson proposed three separate contracts for the job. One contract called for refinishing drawers and doors for \$800, one contract called for refinishing base cabinets for \$600, and a third contract called for laminate work on counter tops for \$200.00. Ms. Coleman provided a check to Defendants for \$1,600 which was promptly deposited.

45. On February 2, 2005 Defendant Eric Nelson called Ms. Coleman and advised that the doors and drawers were ready and he needed another check for \$1,261.00. Mr. Nelson advised Ms. Coleman that he would do no more work until he received the money. Ms. Coleman agreed to pay him the next day when his employee came to begin work on the cabinets if he allowed the employee to bring her doors and drawers. Mr. Nelson agreed.

46. On February 3, 2005, an employee of Eric Nelsons arrived to work on the cabinets and pick up the check for Mr. Nelson. Mr. Nelson's employee, Troy, brought only one cabinet door with him on Mr. Nelson's orders. Troy did not have the right equipment to strip the cabinets and had to borrow a ladder, a cutting knife and gloves just to get started. Troy did not properly prepare the area before starting work as promised by Mr. Nelson. Troy, splashed the stripper on using a paint brush which dripped and splattered everywhere. After a few

hours he told Ms. Coleman it wasn't working like it did at the shop and he didn't know what to do. The cabinets were all turning very dark and Troy did not know how to get the stripper off. At 5:00 p.m. Troy left leaving a mess in the kitchen and slamming his car door so hard he broke the window leaving the glass all over Ms. Coleman's driveway.

47. On February 4, 2005, someone from Mr. Nelson's shop called and advised Ms. Coleman that no one would be coming to work because Troy was sick. Ms. Coleman advised that this was unacceptable because Troy had left her kitchen in a mess. The employee handed the phone to Eric Nelson who went into a rage stating, "So, you are demanding me to come out, you either apologize right now, or I'll just put your job on hold indefinitely." Mr. Nelson then hung up on Ms. Coleman. Ms. Coleman called her husband, who called Mr. Nelson to find out what the situation was. Eric Nelson called Mr. Coleman a "smart ass" and told him he would send his employee, Will, out to look over the situation.
48. At 11:00 a.m. Will showed up and swept the dust off the counter top. Will advised Ms. Coleman that he would be back on Monday and would bring her doors and drawers. On Monday when Will arrived he did not bring the doors and drawers. Will began to sand the cabinets. After about an hour he called Eric Nelson and said, "These are really messed up, this is going to take at least three days just to sand down." Will sanded until 5:00 and then said he would be back the next day to finish the sanding. He estimated it would take about ten more hours to remove the dark coating left by the stripper. Will told Ms. Coleman that he would be there early on February 8.
49. On February 8, 2005, Will did not show up by 11:00 a.m., when Ms. Coleman had to leave for an appointment. When she returned at 1:30 p.m., Will had left a note on the door that he had been there but no one was there. Will called about an hour later stating that Eric

Nelson was requesting an additional payment of \$750 to continue working. Ms. Coleman agreed as long as Will brought her doors and drawers with him. Mr. Nelson got on the phone and advised he was putting the job on hold indefinitely unless Ms. Coleman made the additional payment, as this was not an important job and he had other things he was more concerned with like his adult entertainment company and the 24 models he managed.

50. On February 11, 2005, Will called again and advised they needed additional money to finish the job. Ms. Coleman reminded Will of the damage that had been done in her kitchen and advised that she would not pay anymore money until they finished the job to her satisfaction. Eric Nelson stated in the background that since her checks had cleared he would bring the doors and drawers out but Ms. Coleman had to pay an additional \$750.
51. On February 16, 2005, Will left a message on Ms. Coleman's phone that her checks had cleared and she could either pay for the doors and he continued to work for fifteen hundred dollars or she could come Friday and pick up the doors. Will continued to say that after Friday they were going to start charging six dollars per day storage. Ms. Coleman could hear Mr. Nelson prompting Will in the background.
52. On February 17, Mr. Coleman called Eric Nelson and advised him that he would be there on Friday to pick up the doors. Mr. Coleman picked up the doors without incident because Eric Nelson was not at the shop when he arrived. The doors revealed the same negligent work on them as was done on the cabinets in the house. The doors were covered in stripper which either removed or made the interior and exterior of them rough. Two of the doors were not stained at all, some were stained on the inside and some not. The stain was not confined to the door panels but was also slopped on the interiors and sides of the doors. Ms.

Coleman lost \$2,861.00 to Mr. Nelson plus her cabinets were ruined. Estimate for replacement of the cabinets is \$13,250.

BRUCE I. STASER

53. On November 6, 2003, Bruce Staser contacted Lacroix Woodworking Company regarding a silver chest which had been damaged in his move from Anchorage, Alaska to Ponte Vedra Beach, Florida. The legs on the chest had been broken in the move. Eric Nelson came to his home to inspect the chest. Mr. Nelson quoted a price of \$90.00 to repair the piece and said that it would be completed in four or five days.
54. Mr. Nelson asked for a \$100.00 cash deposit. Mr. Staser stated that he only had \$60.00 on him and Mr. Nelson quickly accepted.
55. After a week had gone by Mr. Staser called Mr. Nelson and was told that no work had been done because his helper was out with the flu. Two weeks went by and Mr. Staser again made contact with Mr. Nelson. Mr. Staser reminded Mr. Nelson that he had promised the chest back within four or five days.
56. Mr. Nelson told Mr. Staser that he could either make an appointment with him to pick up the chest at his shop in Vilano Beach, St. Augustine or wait until Monday when he might bring it back to Ponte Vedra Beach. He stated that Mr. Staser owed him \$150.00 for three hours work. Mr. Staser reminded Mr. Nelson of the contract that stated \$45.00 per hour so Mr. Nelson brought the price down to \$135.00. Mr. Nelson said if he brought the chest back, Mr. Staser would have to meet him down in the street with \$75.00 in cash, or no furniture.

KEITH M. PECORARO

57. On May 15, 2005, Mrs. Sarah Pecoraro, made an agreement with Albacore Woodworking to refinish the top of their dining room table and patch the broken veneer on the chairs. She received an estimate of \$400-600 and a promise of completion in six weeks.
58. On July 15, 2005, Mr. Pecoraro called Mr. Nelson because he had not heard anything from Albacore and left a message. Mr. Nelson returned his call and stated that “they are backed up but will get to the job.”
59. On August 3, 2005, Mr. Nelson called and advised Mr. Pecoraro that his furniture was ready and he needed to make an appointment to come to their warehouse to see the furniture, approve the work and pay for it. Mr. Pecoraro asked how much the bill was and Mr. Nelson replied that he did not know. Mr. Pecoraro insisted on knowing the total before coming down. Mr. Nelson replied using vulgar language and advised, “Your furniture is being held on lien and you better come down here with cash or you won’t get it back. I can tell by your voice you’re a Yankee. Well, you better read your contract because the lien law allows us to take your furniture and sell it. You have 48 hours to come down and pay us or your furniture will be sold.” Mr. Nelson then hung up on Mr. Pecoraro.
60. On August 4, Mr. Pecoraro traveled to Mr. Nelson’s warehouse. Mr. Nelson was not there so Mr. Pecoraro met with the manager. The furniture looked good but they had completely stripped and refinished all the furniture rather than refinishing the table top and patching the chairs. The bill came to \$1,333.00. Mr. Pecoraro paid the additional cost and his furniture was delivered on the 9th of August.

JOHN K. LEYNES

61. On January 2, 2003, John Leynes, a building contractor, entered into a contract with Eric Nelson to build a custom pre-hung entry door within six weeks to certain specifications for

one of his customers. Mr. Leynes paid Mr. Nelson \$1,920.00 on the contract price of \$2,400.00.

62. Mr. Leynes called Mr. Nelson several times regarding the status of the door. Each time Mr. Nelson told Mr. Leynes he had not started manufacturing the door.
63. Finally, on March 19, 2003, Mr. Nelson sent a digital picture via e-mail of what he had completed. It did not meet the specifications that had been agreed upon. Mr. Leynes e-mailed Mr. Nelson with a request to correct the problems. Mr. Nelson left Mr. Leynes a voice mail message stating that he would no longer work on the door until he had an apology in writing. This incident caused Mr. Leynes not only a \$1,920.00 cash loss, but also a \$4,100.00 customer order.

DR. RICHARD MURPHY

64. On August 31, 2004, Dr. Murphy contacted Eric Nelson regarding refinishing his two front doors. Mr. Nelson gave Dr. Murphy an estimate of \$1,000 to refinish the doors and said he would need 50% down. Dr. Murphy asked when he could expect the doors to be completed and Mr. Nelson said by the weekend. When Mr. Nelson's employee picked up the doors, he asked Dr. Murphy what color he wanted the doors stained and Dr. Murphy answered the same color as they were.
65. Dr. Murphy received a call several days later from an employee of Mr. Nelson advising him that the doors would not be ready by the weekend and that they had already put in 50 hours of sanding.
66. Dr. Murphy took hardware to Mr. Nelson's shop to be used on the doors. Mr. Nelson approved of the hardware and never made any mention that the price would be considerably higher than they had originally discussed.

67. Dr. Murphy received a call on Monday, September 13, 2004, from Mr. Nelson to come to the shop to approve the work on the doors. When Dr. Murphy arrived at the shop he was presented with a bill for \$3,673.50. Dr. Murphy was shocked and explained to the employee that the bill was three times the cost of the original doors.
68. Eric Nelson held the doors hostage until Dr. Murphy's check cleared the bank even though Dr. Murphy had the bank manager call him and verify the funds. The doors were replaced on September 17, without the new hardware, warped and lacking a polyethylene coat, causing Dr. Murphy to incur an additional expense of \$2,000 to have the doors redone correctly.

BARBARA BROWN

61. Barbara Brown signed a contract with Eric Nelson on May 24, 2005, authorizing dipping a small chest to remove the paint and putting an oak finish on it. Mr. Nelson quoted a price of \$70.00 for the work.
62. On July 18, 2005 Ms. Brown called Eric Nelson's shop to see if the chest was finished. She asked for the total price and was told they had not prepared the bill yet. When Ms. Brown's husband went to pick up the chest he was told they were charging \$726.00 for the work, which included dipping the chest, applying the finish and repairs which Ms. Brown had not authorized.
63. When Mr. Brown returned home and told Ms. Brown about the extra charges, they called Eric Nelson and told him that the bill was much higher than they expected. Mr. Nelson proceeded to inform them that he would take them to court and garnish their wages.
64. Mr. Nelson also informed Mr. & Mrs. Brown that he would post Ms. Brown's name on all four pornographic websites that he owned if they did not pay the bill within four days; he

called them “poor white trash” and told Mr. Brown that his wife was a “big fat broad.” Mr. Nelson further stated that all his pornographic businesses are overseas and could not be touched by the US Courts.

65. Mr. Nelson also stated that he was proud of his unscrupulousness.
66. Ms. Brown paid the bill minus the repairs of \$90.00, to which Mr. Nelson agreed, and finally received her furniture.

JUDITH BARNARD

67. On November 7, 2004, Eric Nelson and one of his employees came to Ms. Barnard’s home to remove a cabinet in order to make minor repairs (replacing the hinges and knobs). Mr. Nelson asked for a deposit of \$100 and promised to return the cabinet in two or three weeks.
68. Ms. Barnard called many times during the next three months to find out why her cabinet had not been returned. Mr. Nelson refused her calls offering no explanation as to the status of her cabinet.
69. On February 9, 2005, Ms. Barnard and some friends went to Mr. Nelson’s shop unannounced. Mr. Nelson told Ms. Barnard that the cabinet was not at the shop and yelled obscenities at them. Ms. Barnard and her friends left immediately still not knowing the whereabouts or condition of her cabinet. Later that same day, an employee of Mr. Nelson called Ms. Barnard at her home and told her to meet him the next day at Mr. Nelson’s shop and to bring \$35.00 in cash and he would tell her where the cabinet was being held.
70. On February 10, 2005, Ms. Barnard’s husband and a friend took a truck to Mr. Nelson’s shop, met the employee and gave him the \$35.00. They then followed the employee to a storage unit across town and retrieved the cabinet. No work had been done on the cabinet.

JOANNA BIONDO

71. On February 18, 2004, Ms. Biondo hired Eric Nelson to refinish her thirty year old bedroom suite in antiqued white. Mr. Nelson estimated that the total cost would be \$900.00 and the job would take a few weeks. Ms. Biondo gave Mr. Nelson a deposit of \$400.00.
72. On April 9, 2004, Mr. Nelson returned Ms. Biondo's furniture and advised Ms. Biondo and her husband that the outstanding bill was \$2,039.00, making the total cost \$2,439.00.
73. The furniture was not the antiqued white Ms. Biondo had asked for, but had just been painted white. The inside of the doors and drawers had been sanded but had not been finished. The job was incomplete and shoddy.
74. Mr. Nelson promised he would send his assistant to complete the doors and drawers, but he never did.

LYNN RICHARDS

75. On February 23, 2004, Ms. Richards telephoned W.D. Industries and spoke to Eric Nelson regarding an armoire that was too tall for her new house.
76. Mr. Nelson went to her house on the same day to look at the armoire in place in the bedroom with the television in it. Mr. Nelson took measurements and agreed that he could cut down the top and the doors to shorten the armoire, still fitting the television and leaving four bottom drawers in place. Mr. Nelson stated that it would require approximately ten hours of work at \$45.00 per hour and that it would be ready in 6 to 8 weeks. He required a \$400.00 deposit made out to him personally.
77. On April 19, 2004, Ms. Richards telephone Mr. Nelson to find out the status of her armoire. Mr. Nelson told her he had to order special supplies and that had caused the delay. He said it would take another three weeks.

78. On June 1, 2004, Mr. Nelson called Ms. Richards to tell her that her armoire was ready and to go over the bill with her. Mr. Nelson stated that the bill was now \$1,395.00 for 30.5 hours of work and materials.
79. Mr. Nelson demanded that Ms. Richards come to the shop that day to approve the work and bring another check for \$995.00 made out to him personally. When Ms. Richards explained to Mr. Nelson that she had another appointment that day and couldn't come, Mr. Nelson stated that he would charge her \$6.00 per day storage. When Ms. Richards tried to discuss her shock at the price having more than tripled Mr. Nelson ignored her and said he would have the armoire delivered on June 3.
80. On June 3, 2004, Mr. Nelson and his assistant arrived with the armoire in the back of his truck. His assistant came in to demand the check, stating that he and Mr. Nelson would go to the bank and cash it before bringing the armoire into the house. Ms. Richards went out to the truck and saw that her armoire had been shortened, but had merely been cut off from the bottom, removing the two bottom drawers. This was the complete opposite of what Ms. Richards wanted. When she questioned Mr. Nelson about the armoire, he stated that "this was the only way it could be done."
81. Ms. Richards did not give Mr. Nelson the \$995.00 check and he drove away with the ruined armoire stating that "he would see her in court."
82. Ms. Richards filed a case against Mr. Nelson in small claims court, but the case was dismissed when Mr. Nelson filed a "Suggestion of Bankruptcy" on August 25, 2004.

RENEE DAVIS

83. Ms. Davis called Eric Nelson on July 11, 2005, to come to her house and look at an antique mahogany bed which had been broken. Mr. Nelson arrived at her house that same day and

after looking at the bed told her it could be repaired and would be stronger and in better shape than it was before.

84. Mr. Nelson told Ms. Davis he could have the bed repaired in two weeks and asked for a \$150.00 deposit.
85. Two weeks later, on July 27, 2005, Ms. Davis called Mr. Nelson to see if the bed was ready. Mr. Nelson told her he was backed up and the bed would be ready soon. During the time period between August 8, 2005 and August 11, 2005, Ms. Davis called several times with no response.
86. Ms. Davis began calling every number she could find for Mr. Nelson and leaving messages, letting Mr. Nelson know that she would not stop or give up until she got her bed returned.
87. Mr. Nelson called Ms. Davis on August 14, 2005, and told her that he was not running a “Mom and Pop shop” and did not have time for all these phone calls and that she could pick up her unfinished bed the next day.
88. Mr. Nelson advised Ms. Davis that he would call her with the time and place and amount owed for the unfinished bed the next day. Mr. Nelson tried to tell Ms. Davis about his adult film business, his corvette, and some ocean front property, but she let him know that she was not interested in that, she just wanted her bed back. Mr. Nelson was still angry and told Ms. Davis that she must be really poor to want a raggedly old bed back and that she was nothing and neither was the Better Business Bureau.”
89. Mr. Nelson called Ms. Davis again on August 15, 2005 and told her to bring \$165.00 cash to him by noon and she could get her bed back. Ms. Davis and her husband went to Nelson’s shop and gave him the \$165.00 and got the bed back, but the bed was in worse condition than before.

90. The bed was broken in two new places on each end of the bar so that the headboard was not even attached to the bed anymore. The head board had a wood block glued on each end with only a thin strip of glue and no holes for brackets to fit. Ms. Davis had to have the bed completely reworked.

LAUREN RIGGS

91. In late January 2005, Ms. Riggs called Albacore Woodworking and set up an appointment with Eric Nelson to come to her house and take measurements for built-in bookcases.

92. On February 13, 2005, Mr. Nelson went to Ms. Riggs house and they discussed the bookcases, measurements were taken, drawings were made and Ms. Riggs gave Mr. Nelson a picture of what she wanted.

93. Ms. Riggs also gave Mr. Nelson a check for \$700.00. Mr. Nelson said it would take about 5-7 weeks and the total cost would be \$1100-1200.

94. On March 31, 2005, Ms. Riggs called Mr. Nelson regarding the status of the bookcases. Mr. Nelson said they weren't ready and he didn't know when they would be ready because he didn't work in the shop anymore, he worked on his web page. Mr. Nelson proceeded to tell Ms. Riggs how the family businesses extended into modeling and porn.

95. Ms. Riggs advised Mr. Nelson that she was only interested in the woodworking part of the business. Ms. Riggs told Mr. Nelson that she was concerned because he had her money and would not keep her updated on the status of her bookcases.

96. Mr. Nelson advised Ms. Riggs that he wasn't obligated to keep her advised of the status of the work and that he could bill her for the time he spent on the phone with her. The call was ended with Mr. Nelson saying he would have the shop foreman call Ms. Riggs on Monday with information.

97. On April 4, 2005, the shop foreman left a message that they were working on the shelves and it would be another two weeks.
98. On April 11, 2005, another message was left that they were still working on the shelves and they would need to make another appointment to come to Ms. Riggs home and take final measurements. The appointment was made for April 30.
99. On April 30, 2005, Nelson's employee did not show up or call. Ms. Riggs left messages at four different numbers.
100. On May 2, 2005, the shop foreman called and said he had a family emergency and would be back in the shop by the next weekend.
101. On May 6, 2005 the shop foreman left a message saying he was back in the shop and would call the next week to make another appointment for final measurements.
102. On May 10, the foreman left a message that he would call back. Finally on May 11 an appointment was made for May 12.
103. An employee of Nelsons brought the half-made shelves in and tried to make them fit. They did not fit. The employee called Nelson and told him that the shelves did not fit. Nelson sent out his carpenter. The carpenter took up the floor molding and cut the window sill to make it shorter then replaced the bookcases and they fit. However, the bookcases weren't anything like the plans. Ms. Riggs gave the carpenter a long list of things that were wrong with the bookcases. When the carpenter was ready to leave he asked for \$2,000.00 dollars. Ms. Riggs told the carpenter that she would not give him anymore money and asked him to just leave.
104. Eric Nelson called on June 8 and asked Ms. Riggs what she wanted to do with the shelves. Ms. Riggs told Mr. Nelson that the bookcases were not done to specs and that was a breach

of contract. Mr. Nelson stated that the business was in reorganization and they can collect money owed to them but no one can sue them. Mr. Nelson stated that if Ms. Riggs wanted to settle the bill, he would reduce it to \$1,000 and she could pay someone else to finish them. Ms. Riggs refused.

105. Ms. Riggs sued Mr. Nelson in county court on July 13.

106. Mr. Nelson did not make an appearance so Ms. Riggs won the lawsuit by default.

BEATRIZ RESTREPO

107. Beatriz Restrepo hired Eric Nelson to refinish a table on August 2, 2006. Mr. Nelson requested a \$250 deposit and promised that he could do the job in two weeks.

108. On August 16, Ms. Restrepo called to check on the status of her table.

109. She was told “we’re stripping a leaf” by Mr. Nelson’s secretary. Ms. Restrepo called again on August 23, and was given the same response.

110. On August 30, 2006, Ms. Restrepo called again and was again given the same response. Ms. Restrepo asked why since there were only two leaves. The secretary hung up on Ms. Restrepo. Ms. Restrepo called back again and asked the secretary to please give her the status on her table. The secretary berated Ms. Restrepo in a most vile, disgusting manner. Ms. Restrepo was so shocked, she hung up the phone. The phone rang again and Ms. Restrepo answered it. It was Eric Nelson. Ms. Restrepo asked him how could he allow his secretary to talk to her in that disgusting manner. Mr. Nelson told Ms. Restrepo to “relax and enjoy Florida”.

111. When Ms. Restrepo reminded Mr. Nelson that he had promised to have her table done in two weeks, he laughed and advised her, “this is the way I do business.”

112. Ms. Restrepo called her husband and told him about her conversation with Eric Nelson and his secretary. Mr. Restrepo called Mr. Nelson, who told him that “if he showed up at his shop he would kill him.” Defendant Nelson then made an obscene remark to Mr. Restrepo and hung up on him.
113. Mr. & Ms. Restrepo never regained their table or their deposit. They suffered a loss of \$1,600 because of Mr. Nelson.

SHERRON MCALLISTER

114. On April 4, 2006, Ms. McAllister contracted with Eric Nelson to have her bedroom suite, which was a cherished family heirloom, refinished. Mr. Nelson quoted a price of \$1,000 - 1,200 and a time frame of four weeks.
115. Approximately three weeks after retaining Nelson, Ms. McAllister called for a status report, to which she received a rude response from Nelson that he had experienced delays beyond his control, that it was in her best interest not to bother him again and he would call her when the furniture was ready.
116. Three more weeks passed with no word from Nelson. Ms. McAllister telephoned Nelson on May 16, 2006, and he told her to come in on May 19 to select the stain to be applied to the furniture. When Ms. McAllister arrived at Nelson’s shop, they were still sanding the pieces, but assured her that it would be finished by the next Tuesday.
117. Ms. McAllister did not hear anything on Tuesday, so late in the afternoon she called and left a message. On May 24 Mr. Nelson called and wanted her to be at his shop that afternoon to approve the work.
118. When Ms. McAllister arrived at Nelson’s shop at 4:00 p.m., the job was still incomplete and Nelson indicated that he still needed to apply another topcoat to the furniture. Eric Nelson

presented Ms. McAllister with a bill for \$2,217.50 less a \$600.00 deposit. Ms. McAllister was shocked and she and Nelson exchanged a few comments with Nelson finally agreeing to give her a 10% senior discount. Ms. McAllister paid the bill in full and was told the furniture would be delivered the next morning.

119. When the furniture was delivered on May 25, 2006, Ms. McAllister noticed that the drawers were missing and brought it to Nelson's attention. She also told Mr. Nelson that there were several problem areas to which Nelson responded that he would do all touch-up work when he returned with the drawers.
120. Eric Nelson did not return, but sent a young man who said he had been in Nelson's employ for two weeks and he was the new foreman. Ms. McAllister brought to the foreman's attention the problem areas with the furniture. The foreman told Ms. McAllister that the furniture would need to be taken back to the shop to be refinished as he was unable to make the alterations at her home.
121. Ms. McAllister had not seen the drawers and it was only after the employee left that she realized that whatever application made after her October 24 visit resulted in a "mess" in the drawer interiors. When the foreman left Ms. McAllister's residence, he indicated that he would discuss the problems with Nelson and respond within twenty-four hours on what could be done to ameliorate the condition of the furniture.
122. To date nothing has been done to assuage Ms. McAllister's dissatisfaction. Ms. McAllister hired an attorney to send a letter to Mr. Nelson, but no reply has been received.

JEANNE O'MALLEY-SYLVESTER

123. On June 23, 2006, Jeanne Sylvester contracted with Eric Nelson to refinish a hutch, side-board and small buffet. Ms. Sylvester gave Mr. Nelson a \$600 deposit and was promised a completion time of 3-4 weeks.
124. During the following months Ms. Sylvester called Mr. Nelson several times to ascertain the status of her furniture finally reaching Mr. Nelson on July 24. Mr. Nelson said the furniture would be ready soon.
125. Ms. Sylvester had not heard anything from Mr. Nelson, so on August 16 she called him again. Mr. Nelson was very irritated and told Ms. Sylvester to stop calling or he would start charging \$45.00 per call. On August 28, August 30 and September 1, Ms. Sylvester tried to contact Mr. Nelson with no response.
126. On September 5, 2006, Ms. Sylvester filed a complaint against Eric Nelson with the Better Business Bureau.
127. On September 6 she received a call from Nelson setting up an appointment for September 11 to "pick out stain".
128. On September 11 Mr. Nelson changed the appointment to September 15.
129. On September 12 Ms. Sylvester received a call from Nelson to pick up her unfinished furniture due to her BBB complaint.
130. Mr. Nelson advised Ms. Sylvester that he "hated Yankees, didn't trust them, and didn't want to do any business with them." Ms. Sylvester agreed to pick up the furniture on September 15. Mr. Nelson stated it would cost an additional \$757.50.
131. Mr. & Mrs. Sylvester hired an off-duty police officer to avoid any trouble during the pickup of their furniture. The furniture was disassembled, still wet with stripper chemical and a lot

of peeling. New damage was visible. When they asked about the peeling and new damage, Mr. Nelson told them it was “all part of the process”.

132. Due to the condition of the furniture Ms. Sylvester tried to bargain the final payment down, whereupon Mr. Nelson threatened her not to “mess with the mafia, or people in the adult porn business, and I’m in the adult porn business.” Mr. Nelson then gave Ms. Sylvester a porn business card.
133. Mr. & Mrs. Sylvester paid Mr. Nelson and took their furniture and left. During this time Mr. Nelson was very smug and laughed out loud at them. Ms. Sylvester called a reputable refinisher who saved their furniture at an additional cost to them of \$2,500. A lot of the work was repair to the damage done by Nelson.

TOM AND GEORGIANA HERZBERG

134. On November 7, 2006, Mr. Herzberg spoke with Eric Nelson regarding the need for refinishing the top of the lower half of his china closet. The cost of refinishing the china closet was agreed upon the actual man hours at \$45.00 per hour plus the cost of materials. Mr. Herzberg gave Mr. Nelson a deposit of \$150 and was promised that the china closet would be back within one week and well before the Thanksgiving holiday.
135. On November 16 Mr. Herzberg called Mr. Nelson to determine when the china closet would be returned. He was told that Mr. Nelson could not be reached by phone and all contacts must be made by email. Mr. Herzberg sent an email to “consumer support” as directed and received an email back stating the delivery would be made before Thanksgiving.
136. On November 20 the Herzbergs received a call from W.S. Industries and were told to come to the shop the next day to approve the work. They were told that a payment of \$254.75 was due when the work was approved and the piece would be returned to their home that day.

137. Mr. & Ms. Herzberg went to the shop to approve the work the next day and were told that Mr. Nelson was not there but the assistant, Horace, could help them.
138. The Herzbergs viewed the work and it appeared to be satisfactory. When they tried to get a definite delivery time, the assistant said he could not provide that information. They asked Horace to call Mr. Nelson to confirm a delivery time. Mr. Nelson said he would “deliver the china cabinet whenever he was ready to do so.”
139. Ms. Herzberg told Horace that Nelson had promised to deliver the cabinet before Thanksgiving. Mr. Nelson heard that remark and immediately became abusive stating, “Nobody tells me how to run my [obscenity omitted] business and Horace, throw those people out of the shop.” Mr. Nelson continued on with a loud, extended profanity laced diatribe and it was impossible for Mr. Herzberg to interrupt him and try to reason with him.
140. Mr. Nelson then began to refuse to deliver the china closet at all and was threatening to charge storage for it and/or to destroy it by throwing it into the trash.
141. Mr. & Mrs. Herzberg spoke with Horace trying to resolve the issue. Mr. Nelson called back to find out if the Herzbergs had indeed been thrown off the premises. When Mr. Herzberg took the phone Mr. Nelson seemed a little more in control and agreed to deliver the china closet the next day if Mr. Herzberg paid the bill immediately. Mr. Herzberg gave the assistant the check for the balance and they left.
142. On November 22 Horace arrived with the furniture alone. Horace acted in a rush saying that Mr. Nelson told him to “just drop it on the lawn.” However, Horace was willing to bring the furniture into the house and he wheeled the piece into the dining room for the Herzbergs.

DANIELLE RICHMOND

143. On September 6, 2006, Eric Nelson arrived at Danielle Richmond's home to look at her china cabinet for refinishing. Mr. Nelson agreed to work on the china cabinet and advised that it should take no more than 12-14 hours of work at \$45.00 per hour. Ms. Richmond agreed to the price and time and Mr. Nelson left with her china cabinet.
144. On October 4, October 6, October 10 and October 19, 2006, Mrs. Richmond tried to make contact with Mr. Nelson by either email or telephone to find out the status of her china cabinet with no response from Mr. Nelson.
145. Finally, on October 23, 2006, Mr. Richmond decided to stop by Mr. Nelson's shop to determine the status of the work being done on the china cabinet. Mr. Nelson was not at the shop, but an employee named Dora showed Mr. Richmond the cabinet. It was in the corner of the shop never touched and had cobwebs on it. Mr. Richmond told Dora to call Eric Nelson and have the china cabinet returned and to refund the \$350.00 deposit. Mr. Richmond then left the shop.
146. Later that same day Eric Nelson telephoned the Richmond home and spoke to Mrs. Richmond. Nelson asked to speak to her husband. When Ms. Richmond responded that her husband was not at home, Mr. Nelson asked in a very intimidating voice, "Where does your husband work? What is his phone number? I can find anything out even if you don't tell me. We also own a computer company and I can pull up all your information and your financial information and seize your assets. I know where you live. You are not getting your \$350 back, that is breaking the contract and I will sue you." When Ms. Richmond replied that she would not tell him her husband's work number and that she just wanted her cabinet and money back, or for Nelson to just do the work, Mr. Nelson asked, "What Yankee state are you from. You can't go demanding things like this, you Yankees have no

- [obscenity omitted] patience.” Ms. Richmond initially hung up on Mr. Nelson, but called him back and agreed for him to do the work.
147. On November 3 & 4 Ms. Richmond attempted to contact Mr. Nelson with no response. Finally, on November 11 she emailed Dora and received an email in return stating that she should come to the shop on November 20, 2006, to pick out the stain for the cabinet.
148. Ms. Richmond went to the shop with her sister-in-law because she was afraid to go alone. When she arrived at the scheduled time, the doors were locked. Ms. Richmond left a note there for Nelson to call her and also emailed Dora asking that she contact her.
149. Dora emailed her on November 13, stating that Mr. Nelson had been rushed to the hospital for his heart. On November 13, 2006, Dora called Ms. Richmond and told her to come the next day to pick out the stain.
150. On November 14, 2006, Ms. Richmond went to the shop, again with her sister-in-law, and pick out the stain she wanted. Mr Nelson was there and told Ms. Richmond that he would finish her cabinet in time for a November 20-21 delivery. The delivery date came and went and Ms. Richmond did not hear anything from Mr. Nelson.
151. On November 27, Ms. Richmond emailed Dora that she wanted to pick up her china cabinet. Dora called Ms. Richmond and told her to pick up the cabinet that day. She advised Ms. Richmond to come no later than 3:00 p.m. and to bring \$208.00 in cash.
152. Mr. Richmond and his brother went to the shop to pick up the cabinet. When they arrived Mr. Nelson had all of the pieces except one piece of the glass and a drawer. Mr. Nelson told Mr. Richmond that the missing pieces were in his St. Augustine shop. Mr. Richmond refused to give Eric Nelson the \$208 and left without the cabinet.

153. In December Mr. Richmond and his brother were able to pick up the china cabinet. Mr. Richmond paid Eric Nelson the balance of \$208.00 although the cabinet was not finished and the work that had been done was shoddy. Mr. Nelson told Mr. Richmond that he could pick up the missing pieces of the cabinet from his St. Augustine shop on December 6, 2006. However, when Mr. & Mrs. Richmond arrived at the shop in St. Augustine, no one showed. Ms. Richmond has never retrieved the missing pieces of the china cabinet.

SUSAN BUSSINGER

154. Susan Bussinger made contact with W.S. Industries on February 11, 2006, to have some antique doors stripped so they could be stained and polyurethaned. The person Ms. Bussinger spoke with quoted a price of \$100 per door and asked for a \$300.00 deposit in cash only and with two forms of identity. The doors were picked up the same day, February 11, 2006.

155. On February 16, 2006, an employee from W. S. Industries called saying that the doors were ready and they could deliver them that day. When the doors were delivered Ms. Bussinger asked if there was an additional charge, and the reply was \$348.00. Ms. Bussinger was shocked at the additional cost, but wrote the check because they had the doors in the back of their pickup and could have driven off with them if she refused to pay. The men were ready to pick up more doors, but Ms. Bussinger, feeling that she had been ripped off, declined.

MYRNA ALLEN

156. In March of 2004, Eric Nelson picked up Ms. Allen's dining room table and gave her a quote of \$400 to refinish the top of the table. Mr. Nelson requested a \$200 deposit with the balance to be paid upon completion.

157. Mr. Nelson called Ms. Allen in May of 2004, advising her that she should come to his place of business to pay the remainder of the balance on the table before he would deliver the table. Mr. Nelson stated that Ms. Allen owed another \$382.00. When Ms. Allen reminded Mr. Nelson of his quote, he rudely told her that she could pay the money or not get her table back.
158. Ms. Allen went to Mr. Nelson's place of business and tried to discuss the additional cost with him, but Mr. Nelson was rude and abusive. When Ms. Allen saw the table there were a number of problems. The leaf to the table was missing and a corner piece of the table was also missing, as well as the finish on the table was too light. Mr. Nelson had refinished the wood with an oak finish, when the dining room set was finished in pecan. Ms. Allen tried to work with Mr. Nelson to correct the problems, but he was rude and impossible. Mr. Nelson bragged to Ms. Allen that his real income came from the pornography business and he didn't need her business.
159. Eric Nelson was adamant that unless Ms. Allen paid him the \$382, she would not get her table back. Ultimately, Nelson located the leaf and the wood missing from the corner of the table and Ms. Allen paid him the additional cost.

SARAH FRERICKS

160. Mrs. Frericks spoke to Eric Nelson in October, 2006, regarding furniture that they wanted refinished. Both James and Sarah Frericks have Bachelor degrees in Interior Design and knew not only the process to be performed, but also the steps to completion, and the general cost of quality labor. The Frericks asked specific questions as to the cost and process and were explicit about the cost and what was to be done. James Frericks delivered the furniture

to W. S. Industries on October 12. He paid a deposit of approximately 50% of the cost, which was \$400.

161. Several weeks after he had delivered the furniture James Frericks saw a story on the 11:00 p.m. news which featured Eric Nelson and W.S. Industries. Mr. Frericks became very concerned and alarmed and the next day went to W.S. Industries and found both Eric Nelson and Dora Smith at the shop.
162. Mr. Frericks told Mr. Nelson he had seen the news and asked what was going on. Mr. Nelson told Mr. Frericks that the guy on the news was “locked up and it was the other man’s fault.” Mr. Nelson assured Mr. Frericks that everything was fine and the furniture was in the process and would be finished soon. Mr. Frericks again went over what he expected and that he did not want to go over in charges from the original estimate.
163. The Frericks did not hear from Mr. Nelson so the second week in January Ms. Frericks placed two phone calls to W.S. Industries. When she did not receive a response, she stopped by the shop. Only Horace, an employee, was there. Ms. Frericks again went over the finishes and wrote what she wanted down in detail. Ms. Frericks questioned Horace repeatedly about costs and if there were on budget.
164. Later the Frericks received an angry phone call from Eric Nelson yelling that Ms. Frericks did not know what she wanted, and that she needed to come in immediately. Mr. & Ms. Frericks came in on Mr. Frericks next day off. A stain was chosen and Mr. Nelson said the furniture would be ready the next week.
165. Two weeks later James Frericks received a phone call from Dora Smith, on behalf of W.S. Industries, saying the furniture was ready and that if the Frericks did not pay by the next day

- they would “put out the furniture in the outside storage unit for all the dogs, animals and weather to ruin it.”
166. Mr. Frericks was taken off guard and explained to Dora that Ms. Frericks was sick and that they would be in on his next day off which would be February 27, 2007. During this phone call no mention of “storage fees” was mentioned.
167. Dora called Sarah Frericks on February 23, 2007, and said that their bill was twice what had been estimated and that they had “better be in by Tuesday” to pay.
168. On February 27, 2007, the Frericks arrived at W.S. Industries and saw their furniture at the front of the shop. They went over to inspect it before discussing the bill. All of a sudden Dora came screaming from her office that they were to get away from the furniture and follow her into the office. The Frericks complied.
169. Dora began adding up another bill and the total was even higher than before. When the Frericks questioned Dora about the cost she started yelling at Ms. Frericks, “”You’re one of them, a Yankee from one of them Yankee states.” Dora then began to threaten the Frericks that if they didn’t pay they would destroy the furniture by throwing it out back for the trash and weather to ruin it. Mr. Frericks asked to speak with Ms. Frericks outside. As the Frericks began to step outside, Dora slammed the door on them and said, “Too late, it’s ours now, we don’t want your check.” Sarah Frericks yelled through the door that they would pay if they could get their furniture now, but Dora replied, “too late.”
170. The Frericks then called the non-emergency number for the sheriff’s office. After repeatedly being threatened, the Frericks waited in the business next door to W.S. Industries rather than in their car. Dora continued to come in and out and verbally abused Ms. Frericks and threaten the Frericks with the demise of their furniture. Dora bragged about how many of

thousands of dollars they were making a day and disclosed that they were also in bankruptcy, “so good luck on getting anything.”

171. The sheriff’s department arrived and stated they were familiar with the business and directed the Frericks to seek assistance from the State Attorney. The deputies also witnessed Dora refuse the Frericks their furniture, even if they paid cash for it. Before the Frericks left, Dora came out of the office and spoke with one of the officers in their car, as she passed by Sarah Frericks she said, “You’ve made a big mistake.” Dora then went over to Kathy, who worked in the business next door, and she threatened her and told her, “She had also made a big mistake.” Kathy was visibly shaken and filed a police report, as did Sarah Frericks, addressing the threats of Dora Smith.
172. Three hours later Dora called Sarah Frericks and said that they were moving her furniture to “climate controlled storage, Climate Controlled by God.” She yelled this and laughed, and she said, “Good Luck.” Sarah Frericks did not respond and hung up.
172. Mr. & Mrs. Frericks never got their furniture back. They have lost their \$400 deposit and their furniture which had been appraised at \$15,000.

MARIA C. CONDAXIS

173. In March 2005, Maria Condaxis contracted with Eric Nelson to recondition her French Provincial Dining Room set. The furniture did not need repair; it needed some touching up and stains removed. Mr. Nelson agreed that he could do the job and asked for a \$800.00 deposit.
174. After a few months went by Ms. Condaxis called to ask if she could see her furniture. The call was not returned. Ms. Condaxis was persistent and continued to call until finally Eric

Nelson answered. Ms. Condaxis asked Mr. Nelson if she could bring her interior decorator to the shop to see the furniture because she was getting new drapes. Mr. Nelson replied that Ms. Condaxis could come to the shop and pick up the seat from one of the chairs, but the rest of the furniture had been moved to St. Augustine. When Ms. Condaxis arrived at the shop Mr. Nelson gave her the seat of a chair and told her she could see her furniture in St. Augustine later.

175. Ms. Condaxis began calling Mr. Nelson again a few weeks later because she wanted to go to St. Augustine and see her furniture. When Mr. Nelson returned her call he began yelling at her that he was “sick and tired of her calling him.” Ms. Condaxis told Mr. Nelson that she had to call often because he was not returning her calls. Mr. Nelson then started cursing Ms. Condaxis with extremely foul language. Ms. Condaxis was totally intimidated.
176. In July 2005 Ms. Condaxis called Mr. Nelson to tell him that she would be moving in September and she wanted to see her furniture before that. Mr. Nelson returned her call and told her she owed him \$1200.00 and that when he received the money he would deliver the furniture. Ms. Condaxis responded that she would not give him any money until she saw her furniture.
177. In early August Mr. Nelson called and said the furniture was finished and that it was stored in St. Augustine. Since Ms. Condaxis did not know the area where the furniture was stored Mr. Nelson suggested that she drive to his house and follow his girlfriend to the storage unit. When Mr. Nelson’s girlfriend opened a small storage building, the furniture was up front stacked helter-skelter about, not finished, and in a more deteriorated condition. Ms. Condaxis told Mr. Nelson’s girlfriend that she would not pay any more money because Mr.

Nelson had lied to her and said he had finished the work and the furniture was ready to be picked up.

178. Mr. Nelson's girlfriend tried to talk Ms. Condaxis into doing what Eric Nelson wanted but Ms. Condaxis was adamant that she would not pay any more money to Mr. Nelson. She advised Nelson's girlfriend that, "Eric could just keep the furniture, she would not be blackmailed."

SHIRLEY KELLY

179. On February 2, 2006, Shirley Kelly entered into a contract with Eric Nelson to repair the bottom of a cane chair. Mr. Nelson asked for a deposit of \$100.
180. Ms. Kelly made numerous calls to Mr. Nelson beginning on March 29 with no response except for a recording. Finally, Mr. Nelson returned Ms. Kelly's call. He was extremely rude and threatening to Ms. Kelly.
181. Mr. Nelson called Ms. Kelly one week later to say her chair was completed and would be delivered on the next Friday. It was never delivered.
182. After two more weeks went by with no word from Mr. Nelson, Ms. Kelly and her daughter drove to the shop to pick up her chair. They found that the chair had never been worked on. When Ms. Kelly tried to question Mr. Nelson as to why he had lied to her, Mr. Nelson used extremely foul language and laughed at her.
183. Mr. Nelson refused to refund Ms. Kelly's deposit and called Ms. Kelly and her daughter "white trash." Mr. Nelson told them about his porn business and bragged about the "tons" of money he made from it.
184. Ms. Kelly and her daughter found Mr. Nelson's behavior so disgusting, they just left without the chair.

FRED R. LEDIG

185. On July 7, 2005, Eric Nelson came to Mr. & Ms. Ledig's home to pick up an entertainment center to refinish the unit for the sum of \$3,000, with a deposit of \$1,300.
186. On August 26, 2005, Mr. Ledig went to Eric Nelson's shop to see the finished entertainment center. Mr. Ledig was disappointed and surprised to see that the unit was unassembled even though Mr. Nelson knew he was coming that day.
187. The workmanship was sloppy and inferior, the stain was spotty and uneven with light and dark spots, there were drips and runs in the laquer finish, the grooves in the wood were not stained, and the drawers were different colors.
188. Mr. Nelson presented Mr. Ledig with a bill for an additional \$3,800 making the total price \$5,100. Mr. Ledig felt the bill was exorbitant in lieu of the poor workmanship and complained. Mr. Nelson told Mr. Ledig "to get the [obscenity omitted] out of his shop."
189. On September 7, Mr. Ledig sent Mr. Nelson a registered letter giving him the opportunity to correct the deficiencies on the unit. On September 12, Mr. Ledig received a call from Mr. Nelson advising that he did not accept registered letters and he told Mr. Ledig that he was "big, ugly and had the intelligence of an ox." Mr. Nelson also advised Mr. Ledig that he was not welcome at his shop and hung up on him.
190. Within one minute of the call, Mr. Nelson called back and again told Mr. Ledig that he was "big, ugly and had the intelligence of an ox." Mr. Nelson advised that Mr. Ledig would have to send an emissary with the money before he could get his entertainment center back. Mr. Ledig asked Mr. Nelson if he had reassembled the unit so he could inspect it. Mr. Nelson advised he would not allow Mr. Ledig to inspect the furniture and would only put

it back together after he had been paid the total amount. Mr. Nelson advised that he would charge Mr. Ledig \$24 storage per day for two months and then he would sue him.

191. Eric Nelson has refused to return the entertainment center or to refund the deposit to Mr. Ledig even though Mr. Ledig has hired an attorney to try to get his furniture back.

INGEBORG SCHOERGHOFFER

192. On September 29, 2004, Ms. Schoerghofer contracted with Eric Nelson to refinish a bedroom suite. Mr. Nelson quoted a price of \$2,500 with a \$1,200 deposit. Mr. Nelson agreed to strip the furniture, repaint it and replace the hardware.

193. On October 16, 2004, Ms. Schoerghofer and her son drove to St. Augustine to pay the balance due which Mr. Nelson advised had to be “in cash.” When Ms. Schoerghofer and her son inspected the work they found it to be awful. It was shoddy and unfinished. However, Mr. Nelson assured them that it would be finished when he delivered it. Ms. Schoerghofer paid the additional \$3,160 for the work because Mr. Nelson had been rude to her and had threatened her several times; she was afraid of him.

194. When the furniture was delivered it was just as Ms. Schoerghofer and her son had seen it in the shop. The work was shoddy and the hardware was missing. Ms. Schoerghofer had to call the shop several times before the hardware was finally delivered to her in a old coffee can and left on her porch steps.

195. Ms. Schoerghofer lost \$4,360 to Mr. Nelson because she had to hire someone else to completely refinish the work that Mr. Nelson had done.

DORIS BISSON

196. On February 22, 2007, Doris Bisson contracted with Eric Nelson to repair and repaint an antique frame. Eric Nelson advised that it would take two to three hours to complete the work at \$45.00 per hours. Mr. Nelson asked for a deposit of \$100 in cash.
197. Ms. Bisson made several calls over the next few days to talk to Mr. Nelson about the color of the paint she wanted used on the frame. Mr. Nelson never returned the calls.
198. Finally on March 1, 2007, Mr. Nelson answered the phone. Ms. Bisson asked Mr. Nelson why he had never returned her calls. Mr. Nelson said he ran an internet business and was busy. He advised Ms. Bisson that because she was retired she had plenty of free time and all she had to do was make phone calls. Mr. Nelson advised Ms. Bisson that it would be at least six weeks before he would be able to get to her frame.
199. Mr. Nelson was very nasty and evasive. Ms. Bisson asked him where he was located and he told her to “read the contract.” Mr. Nelson then told Ms. Bisson he did not have time to talk to her and hung up on her.

JOHN THOMPSON GREEN

200. Mr. Green contacted Eric Nelson regarding repairing the bottom of a swivel chair. Mr. Nelson picked up the chair on August 4, 2006 and received a \$100 cash deposit. Mr. Nelson advised that it would be repaired and returned in one to two weeks and any additional charges would be nominal.
201. After three weeks Mr. Green made several calls and emails regarding the status of his chair. All were ignored. Finally, Mr. Green reached Dora, who advised him that the chair would be delivered on August 24. It was not delivered. Mr. Green called Dora the next day and she told him she would look into why it was not delivered.

202. On August 30 Mr. Nelson advised Mr. Green that it would take an additional \$140 to get his chair back. Mr. Nelson charged Mr. Green for five and one-half hours of work. Mr. Green has demanded that Mr. Nelson honor their contract; however, Mr. Nelson has refused to return the chair or refund the deposit.

COUNT I

VIOLATIONS OF CHAPTER 501, PART II, Fla. Stat.
DECEPTIVE AND UNFAIR TRADE PRACTICES

203. Plaintiff realleges paragraphs 1 through 202, as if fully set forth herein, and further alleges as follows:

204. Chapter 501, Part II, Florida Statutes is entitled, "Florida Deceptive and Unfair Trade Practices Act." Section 501.204(1) of the Act provides that, "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

205. As set forth in paragraphs 1 through 202, Defendants have engaged in representations, omissions, and practices which are material, and which had the tendency or capacity, or which were likely, to mislead consumers acting reasonably under the circumstances. Defendants have also engaged in unfair competition and acts and practices which are unconscionable, unfair or deceptive. Further, Defendants have committed acts or practices in trade or commerce which offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers. Thus, Defendants have engaged in unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of section 501.204(1), Florida Statutes (2006).

RELIEF REQUESTED

WHEREFORE, Plaintiff, Office of the Attorney General, Department of Legal Affairs, State of Florida, hereby requests this Honorable Court to issue its order:

- A. Declaring the above referenced acts and practices to be in violation of Florida law as Unfair and Deceptive under Chapter 501 Part II, of Florida Statutes.
- B. Permanently enjoining Defendants and their officers, agents, servants, employees, and those persons in active concert or participation with it who receive actual notice of the injunction, from engaging in methods, acts or practices which are unfair methods of competition or deceptive or unfair acts and practices. More specifically, Plaintiff asks the court to enjoin Defendants as follows:
 - 1. Prohibit the Defendants from engaging in practices whereby they harass, extort, threaten or intimidate consumers.
 - 2. Prohibit the Defendants from engaging in practices whereby they intentionally understate estimates for services, and later overcharge customers.
 - 3. Prohibit the Defendants from engaging in practices whereby they hold customers goods hostage until they are paid in full.
- C. Award damages or relief in the form of immediate refunds to all Florida consumers who were overcharged based on the original estimate or contract price.
- D. Award Plaintiff actual damages on behalf of consumers injured by the deceptive or unfair acts or practices of Defendants, in accordance with section 501.207(1)(c), Florida Statutes.
- E. Assess and award civil penalties against the Defendants in the amount of ten thousand dollars (\$10,000) for each of the known violations of Chapter 501, Part II, pursuant to section 501.2075, Florida Statutes (2006);

- F. Assess and award civil penalties against the Defendants in the amount of Fifteen Thousand Dollars (\$15,000) for each of the known violations of Chapter 501, Part II, which method, act or practice victimized, or attempted to victimize a person who is 60 years of age or older, pursuant to section 501.2077, Florida Statutes.
- G. Award reasonable attorney's fees and costs to Plaintiff, pursuant to sections 501.2105, and 501.2075, Florida Statutes.
- H. Grant such other relief as this Honorable Court deems just and proper.

Respectfully submitted,

BILL McCOLLUM
ATTORNEY GENERAL

James D. Young
Assistant Attorney General
Florida Bar No. 0567507
Office of the Attorney General
1300 Riverplace Blvd., Suite 405
Jacksonville, Florida 32207
Tel:(904) 348-2720
Fax: (904) 858-6918