

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

STATE OF WISCONSIN
Plaintiff,

DA Case No.: 2017ML017713
Court Case No.:

vs.

CRIMINAL COMPLAINT

QUILES, NICASIO C. III
2548 NORTH HOLTON STREET
MILWAUKEE, WI 53212
DOB: 05/22/1974

Defendant(s).

For Official Use

THE BELOW NAMED COMPLAINANT BEING DULY SWORN, ON INFORMATION AND BELIEF STATES THAT:

Count 1: THEFT BY FRAUD (VALUE EXCEEDS \$10,000)

The above-named defendant between 12/1/2012 and 4/4/2017, at 2548 North Holton Street, in the City of Milwaukee, Milwaukee County, Wisconsin, as a party to the crime, did obtain title to property of the following persons and entities:

No.	Approximate Date	Victim	Property	Value
1	December 2012	Cusatis Construction Co.	Concrete Driveway	\$ 3,179.31
2	2013	Schultzwerk Architecture	Architectural Plans	2,500.00
3	April 2014 December 2014	Urban Heating & Cooling, Inc.	Heating & Cooling Materials	2,273.71
4	September 2014	Zipcoat LLC	Spray Foam Insulation	> 1.00
5	November 2014	S&K Pump and Plumbing, Inc.	Water Heaters	2,539.48
6	January 2015	Martin's Plumbing	Plumbing Materials	> 1.00
7	April 2015	Advance Electrical Contractors	Electrical Supplies	219.87
8	April 2015	Ellenbecker's Exteriors	Roofing Materials	1,825.00
9	August 2015	Capital Heating & Cooling	Digital Devices	1,350.00
10	November 2015	Gene Wagner Plumbing	Plumbing Materials	2,750.00
11	January 2016	Nuens Fredonia Lumber Co. Inc.	Lumber & Hardware	852.50
12	January 2017	A&A Home Improvement	Remodeling Materials	1,670.81

Total Value

\$19,295.24

having a value exceeding \$10,000, by intentionally deceiving these persons with false representations known by defendant to be false and made with intent to deceive and defraud and which did deceive and defraud these persons, contrary to sec. sec. 943.20(1)(d) and (3)(bm), 939.50(3)(h), 939.05, 971.36(3) Wis. Stats. This property was obtained and stolen pursuant to a single intent and design, to wit: to remodel and improve the defendant's property at 2548 N. Holton Street by making false promises to pay to defraud the contractors who provided services and improvements to the property at 2548 N. Holton Ave.

Upon conviction for this offense, a Class G Felony, the defendant may be fined not more than Twenty Five Thousand Dollars (\$25,000), or imprisoned not more than ten (10) years, or both.

Count 2: BAIL JUMPING (FELONY)

The above-named defendant between 1/1/2017 and 4/4/2017, at 2548 North Holton Street, Milwaukee WI 53212, in the City of Milwaukee, Milwaukee County, Wisconsin, having been charged with a felony and released from custody under Chapter 969 of the Wisconsin Statutes, did intentionally fail to comply with the terms of his bond by committing the crime of theft against A&A Home Improvement, contrary to sec. 946.49(1)(b), 939.50(3)(h) Wis. Stats.

Upon conviction for this offense, a Class H Felony, the defendant may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than six (6) years, or both.

Count 3: BAIL JUMPING (MISDEMEANOR)

The above-named defendant between 1/1/2017 and 4/4/2017, at 2548 North Holton Street, Milwaukee WI 53212, in the City of Milwaukee, Milwaukee County, Wisconsin, having been charged with a misdemeanor and released from custody under Chapter 969 of the Wisconsin Statutes, did intentionally fail to comply with the terms of his bond by committing the crime of theft against A&A Home Improvement, contrary to sec. 946.49(1)(a), 939.51(3)(a) Wis. Stats.

Upon conviction for this offense, a Class A Misdemeanor, the defendant may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than nine (9) months, or both.

Probable Cause:

Complainant is an Investigator in the Milwaukee County District Attorney's Office (MCDA) and has been a sworn law enforcement officer for fifteen years. This complaint is based on my own observations and investigation, as well as the reports and investigation of MCDA Investigator Ken Grams, Franklin Police Detective Eric Balow, and other law enforcement officers. Complainant and these other law enforcement officers interviewed more than a dozen persons who did business with Nicasio Quiles III and who provided records (including work orders, correspondence, contractors, and invoices) documenting their contact with defendant Quiles. Investigators also obtained Quiles' bank records and other business documents. These interviews, records, and investigation show as follows:

Between 12/1/12 and 4/4/2017 and beyond, defendant Nicasio Quiles III executed a scheme to defraud contractors whom he hired to remodel his property at 2548 North Holton Avenue in the City and County of Milwaukee, State of Wisconsin. In the course of this scheme, defendant Quiles contracted with architects, plumbers, electricians, carpenters, heating and cooling specialists, and other professionals who relied on Quiles' express and implied promises to pay when committing labor and materials to improve the defendant's property. Quiles did not follow through on his promises to pay, however, and the scope and pattern of conduct shows that Quiles never intended to fully pay and intentionally defrauded these contractors.

Further evidence that Quiles intentionally defrauded these victims is shown by his pattern of conduct of defrauding many many other persons and entities. A review of the correspondence and records in these cases gives rise to a reasonable inference that Quiles tried to project a successful image by claiming involvement in numerous entities, thus implying that Quiles had the means to pay for the work and a network that would be the source of future business for the contractors. As contractors progressed on the work, Quiles would provide excuses why payment was not forthcoming. Toward the end of a project, Quiles would typically claim a loophole in the contract or raise a new issue or dispute as an excuse to delay payment. Other delays would stem from Quiles failing to sign checks or other mistakes on the checks, and failing to call or show for appointments; other excuses included blaming non-parties, medical issues, and family emergencies. All of these methods were used at one time or another to string along the victims until Quiles secured the goods and services from the contractors he never intended to pay as agreed.

A. DEFENDANT QUILES FALSELY PROMISED TO PAY AND DEFRAUDED CONTRACTORS OF PROPERTY USED TO IMPROVE HIS NORTH HOLTON STREET RESIDENCE.

Count 1: Theft by Fraud- Section 943.20(1)(d)

Complainant reviewed real estate records showing that, on 1/20/12, the City of Milwaukee deeded the property at 2548-50 North Holton Street in the City and County of Milwaukee, WI, to defendant Nicasio Quiles for \$12,500. As described below, complainant interviewed numerous persons and reviewed documents showing that, between 1/1/2012 and 4/4/2017, Quiles obtained title to property by defrauding numerous contractors with false promises to pay (both express and implied)¹ for the contractors' materials and property used in the improvement of 2548 North Holton Street. The totality of circumstances described in this complaint show the false promises were made as part of Quiles' false and fraudulent scheme to remodel 2548 North Holton Street by defrauding the contractors he hired.

1. Cusatis Construction Co. Inc.

In 2012, defendant Quiles falsely promised to pay Cusatis Construction Co. Inc. thereby defrauded the company of concrete and other materials used in the installation of the driveway at 2548 North Holton Street. Complainant reviewed the police reports of FPD Det. Eric Balow, who interviewed

¹ A false representation also includes a promise made with intent not to perform it, if the promise is part of a false and fraudulent scheme. Wis. I-Criminal 1453A. The false representations in this case primarily involve Quiles' express and implied promises to pay. As explained by the Wisconsin Supreme Court,

when a plaintiff seeking to recover on the theory of an implied in fact contract establishes that (1) the defendant requested him to perform services, (2) he complied with the request, and (3) the services were valuable to the defendant, the plaintiff has established a prima facie case of the existence of a promise on the part of the defendant to pay the plaintiff for the reasonable value of the services, for, according to the ordinary course of dealing and common understanding of men, the existence of such facts establish a rebuttable presumption that the parties mutually intended fair payment. If the defendant is to avoid liability, he must come forward with evidence sufficient to rebut and overcome the presumption of the existence of an implied contract in fact, including a mutual intent on the part of the parties to pay the plaintiff the reasonable value of the services performed. The ultimate and dispositive inquiry is that an implied in fact contract is not conclusively proved unless it is shown that the parties, by their words, their conduct, or course of dealing, came to a mutual agreement and this determination in turn depends upon an objective assessment of the parties' external expressions of intention as distinguished from their undisclosed intentions.

Theuerkauf v. Sutton, 102 Wis. 2d 176, 185–86, 306 N.W.2d 651, 658 (1981); see also *Ostrenga Excavating, Inc. v. Cleveland Constr., Inc.*, 2017 WI App 80, ¶¶ 46-47 (Nuebauer, C.J.) (citing *Theuerkauf*) (unpublished).

B.C., co-owner of Cusatis Construction Co. B.C. said that Nicasio Quiles contacted Cusatis for an estimate on replacing the driveway at 2548 N. Holton St. B.C.'s son, M.C., met with Quiles at his property and he agreed to have the work done. M.C. agreed to do the work on Quiles' verbal word that he would sign and return the contract, but Quiles never did so. On 12/12/12, Cusatis removed and installed the driveway and Quiles was sent an invoice for \$6,500 per the estimate. The invoice describes the installation of a "STANDARD CONCRETE DRIVEWAY" of 1370 square feet with 5" depth and rebar reinforcement at this location. Quiles did not pay any money and on 12/18/12 Quiles emailed Cusatis and said he wished to wait 21 days for the concrete to cure before satisfying the invoice, claiming he was concerned about settling and cracking. Quiles represented that he would "immediately remit payment to your address per the invoice" after the 21 days elapsed. Quiles never paid. Quiles later texted M.C. claiming that he sent a check but no check arrived. Cusatis contacted Quiles repeatedly and Quiles agreed to meet with them, but Quiles would never show up to the meetings.

Quiles made additional misrepresentations as Cusatis tried to collect payment, according to documents supplied by Cusatis. On 2/5/13, Cusatis filed a demand for payment and notice of intent to file a lien, and Quiles said he would no longer talk with them because they hired an attorney. On or about 4/10/2013, Quiles emailed M.C. to complain of cracks in the driveway and accused Cusatis of failing to pour a five-inch driveway as the contract called for. Quiles claimed that he brought in another driveway company who determined that no portion of the driveway was at the agreed-upon five-inch depth. B.C. then went to inspect the driveway at 2548 N. Holton and saw no indication that anyone actually determined the depth of the driveway because there were no core samples and the only way to determine depth was by core sample. On or about 5/31/17, Quiles texted M.C. and said Cusatis could not inspect his property and subsequently filed a counter-claim against Cusatis for \$7,800. Quiles failed to appear in court, however, and Cusatis secured a default judgment against Quiles.

Quiles provided identifying information to M.C. and Cusatis. This including an email from nicquiles@me.com in which he identified himself as "Nic Quiles III, Managing Partner VISUM Consulting Partners Inc., West-Coast operations: 7700 Irvine Center Drive Suite 800, Irvine, CA 92618; East-Coast operations: 2550 North Holton Street Suite A, Milwaukee, WI 53212, P: 612.991.9661, F: 866.680.5720."

Quiles' overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to Cusatis' property (concrete and materials) by falsely representing that Cusatis would be paid for removing and installing the driveway at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud Cusatis, that Quiles obtained the concrete and materials by the false promises to pay, and that this false promise to pay deceived and defrauded Cusatis of this property.

The value of this property is approximately \$3,179.31. Complainant reviewed statements, receipts, and invoices provided by B.C., which support this valuation.

2. Schultzwerk Architecture

In 2013, defendant Quiles falsely promised to pay Schultzwerk Architecture, Inc. and defrauded the company of architectural plans to remodel Quiles' property at 2548 N Holton St. Complainant interviewed K.S. who stated as follows. K.S. owns SchultzWerk Architecture Inc. In 2012 or 2013, K.S. met with Quiles at 2548 N. Holton Street in the City and County of Milwaukee, Wisconsin. Quiles explained that he wanted to completely renovate the property and was working with the City of Milwaukee to bring the property up to code. Quiles said that he wanted the lower level of the property used for commercial space. He wanted the upper level to be single-family living space. Quiles said he was having difficulty getting the lower level zoned for residential use. Initially,

Quiles told K.S. that the City of Milwaukee Department of Neighborhood Services would pay for the architecture plans and review. On Quiles express and implied promises to pay, SchultzWerk did design several plans and provided these plans to Quiles.

K.S. and Schultzwerk also assisted Quiles with securing permits and assisted with the City plan review process.

K.S. also provided complainant with documents included emails between K.S. and Quiles. These documents included an 4/15/2014 email in which K.S. told Quiles that “you were quite sure that the City was to pay my invoice. But that has not occurred. So I held off doing anything because of the lack of payment. So at least tell me whether you plan on paying me for my services.” To this, Quiles wrote back, “I will follow up with the City office whom I believed to have already issued out your payment. I will make this a priority of mine tomorrow first thing.” Following this, the City did not pay and Quiles refused to pay K.S. and Schultzwerk.

Complainant reviewed a series of emails between Quiles and K.S. beginning on 7/31/2014. In these emails, K.S. says he has “gone over a year without compensation” but “no longer have any recourse to coax payment from you,” and intends to file a contractor’s lien on 2548 N. Holton St. Quiles (nicquiles@me.com) responds that he “mailed a payment for services to the address listed on the plans with the City of Milwaukee,” that Quiles stood by K.S. during business problems, and that “if a lien is filed or processed I will have no recourse but to take this matter in a different direction.” Subsequently, K.S. and Schultzwerk filed a contractor’s lien on the property in the amount of \$3,039.75 (2014CL000212).

Quiles provided identifying information to K.S. For example, complainant reviewed a 2014 email from nicquiles@me.com in which he emailed K.S. and city officials and identified himself as, “Nic Quiles III, Managing Partner, 250 East Wisconsin Avenue, Milwaukee, WI 53203, Phone: 414/223-5708, Fax: 866-680-5720, Mobile: 612-991-9661.” Complainant also showed K.S. a booking photo of Quiles and K.S. identified the photo as Nicasio Quiles.

Quiles’ overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to K.S.’s property (architectural plans) by falsely representing that K.S. and Scuhltzwerk would be paid for architectural plans and services, that Quiles knew the express or implied promises to pay was false, that Quiles promised to pay with intent to deceive and defraud K.S. and Schultzwerk, that Quiles obtained the architectural plans by the false promises to pay, and that this false promise to pay deceived and defrauded K.S. and Schultzwerk of this property

The value of these architectural plans is approximately \$2,500.00, according to K.S. Complainant reviewed court records showing that Schultzwerk filed a lien on Quiles property for \$3,039.75 and a Schultzwerk statement dated 7/31/14 invoicing Quiles \$3,000.00 for architectural services.

On information and belief, Quiles used these plans to continue remodeling 2548 N. Holton St. and defraud other contractors. K.S. stated that he was contacted by another architect, R.L., who said that Nicasio Quiles came into R.L.’s office with a set of K.S.’s plans and inquired about building out the lower level at 2548 N. Holton St.

3. Urban Heating & Cooling, Inc. (Count 2 in 15CF3471 - Issuance of Worthless Checks – Section 943.24(2))

Defendant Quiles falsely promised to pay Urban Heating & Cooling, “paid” with a \$13,000 worthless check drawn on a closed bank account, and thereby defrauded the company of heating and cooling materials used at 2548 North Holton St. Complainant reviewed the reports and investigation of Franklin Police Department Detective Eric Balow and Officer Rebecca Fletcher. Officer Fletcher reports she interviewed R.S., who stated he is the owner of Urban Heating &

Cooling, Inc. R.S. reported that in June 2014 Nic Quiles hired Urban to do heating and cooling work at Quiles' residence at 2548 N. Holton St. R.S. provided three invoices: one dated 7/3/14 in the amount of \$10,400, one dated 12/1/14 in the amount of \$2,600; both appeared to have an illegible signature at the bottom of the invoices. R.S. provided texts showing that the parties made arrangements for Urban to come and do work in early July 2014. On 11/18/14, R.S. texts Quiles (who identifies himself in the texts as "Nic") and wants to arrange payment. Quiles responds that he doesn't understand because the contract states he is to pay in full once all the work is completed. R.S. responds that nowhere does the contract say payment upon completion, and says Urban will wrap up the extent of the contract if the defendant has payment in R.S.'s hand by the end of the day, to which the defendant responds, "sounds perfect." On 11/19/14, Quiles arranges for wrapping things up and says "I've got a check with your name on it all set here on my end." On 12/4/14, Quiles texts, "how to you want the check to be made out, business or personal?" R.S. reported that, on the same day 12/4/14, Quiles handed him the check in an envelope at the job site at 2548 N. Holton St. On "a hunch," R.S. opened the envelope and discovered that the \$13,000 check was unsigned. R.S. went back inside 2548 N. Holton St. and witnessed the defendant sign the check and initial the invoices as "paid." R.S. then deposited the check but his bank returned the deposited item and indicated that the check was drawn on a closed account.

Additional texts document Quiles' excuses and empty promises. On 12/29/14, R.S. texted Quiles and told him that his check bounced. Quiles replied, "that's impossible. We've had our accounts with Chase for almost 7 years." The defendant follows up on 12/30/14 by asking R.S. to email a bank account into which the defendant can wire funds and says he is on the phone with his "CFO." R.S. replies that he is uncomfortable giving out personal information, and the defendant asks "are you serious?" and says he will mail the payment. The defendant then claims he mailed payment to the address provided by R.S., apologizes, and claims "basically it was a mix up as to printed checks at the office that they handed me...they gave me the wrong printed checks." On 1/2/2015, the defendant texts a photo of a certified mail receipt, apologizes, and says, "when I'm back in town I will sit with you about another project." On 1/13/15, R.S. again texts the defendant and says "check has yet to come!" to which the defendant replies that he was "confirmation" it was mailed and they placed a "tracer" on it; "If it isn't there by Friday I will deliver a check to you personally." On 1/16/15, R.S. texts, "Still no check! When can we meet today?" and the defendant suggests 6:00pm-ish off of the Interstate by Racine. R.S. repeatedly texts the defendant, asking if they are still on, and finally gets a response at 6:27 p.m. in which the defendant claims he is in traffic. Between this date and 2/1/15, the defendant repeatedly offers to meet up with R.S. but repeatedly fails to either show up or provide specifics about a meeting time and place, until finally on 2/1/15, the defendant fails to appear for a meeting he suggested that was scheduled for 9:00 am on 2/1/15 off the "94 Hwy 20" exit. "Yet again you have left me hanging," texts R.S. R.S. ended up mailing the defendant a demand letter via certified mail.

Complainant reviewed a copy of the bounced check (#10716) which is dated December 4, 2014 and payable to "Urban Heating & Cooling." The check was drawn on Chase account 160912580 in the name of MindMill Creative ("Serving Our Clients Proudly Since 2005") 121 West Lexington Drive, Glendale, CA 91203, 818/480-5771. Complainant also Det. Balow's report on his review of bank records for this account subpoenaed from JP MorganChase Bank. According to Det. Balow, the bank records show that account 160912580 had a negative balance (-\$1,155.45) on 8/29/14 and the account was closed as of 9/29/14. Moreover, the bank records show the account was opened in the name of Alex Acosta LLC and that Nicasio Quiles III was never an authorized signer on this account.

In his texts to R.S., Quiles identified himself as "Nic" and texts were sent from his number at 612-991-9661.

Officer Fletcher reported that the defendant responded to her 2/23/15 and claimed that he was out of state for business. He asked why Fletcher wanted to talk to him about a "civil matter." Told that his \$13,000 check was written on a closed account, the defendant said there was internal fraud on that account and it had to be closed. He stated that R.S. was informed about this unintentional clerical error and it was a "civil matter." Told that the Urban account was unresolved, the defendant again said it was a "civil matter" and that Officer Fletcher would need to talk with his corporate lawyer if it was criminal.

Det. Balow reports that, in June and July 2015, he repeatedly left voice messages for the defendant but then the phone number 612-991-9661 was no longer in service as of 7/16/15. On 8/4/2015, Det. Balow emailed nic@mindmillcreative.com and informed the defendant that Milwaukee County charged him with felony issuance of worthless check and provided his court date. On 8/4/15, the defendant returned the call from number 414-865-1588 and claimed not to understand the charges and said he felt his due process had been circumvented. The defendant said he did not sign the check and the signature on the check is not his.

Quiles' overall pattern of conduct shows that Quiles obtained title to Urban's property (heating and cooling materials) by falsely representing that Urban would be paid for removing and installing the driveway at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud Urban, that Quiles obtained the heating and cooling materials by the false promises to pay, and that this false promise to pay deceived and defrauded Urban of this property.

The value of Urban's property and materials used in the Quiles' project is approximately \$2,273.71, according to material receipts from Urban.

Additionally, in Milwaukee County case no. 2015CF3471, Quiles has been charged for felony issuance of worthless check contrary to Wis. Stat. s. 943.24(2).

4. Zipcoat LLC

In September 2014, defendant Quiles falsely promised to pay Zipcoat LLC and defrauded the company of spray foam insulation. Complainant reviewed a civil complaint and answer filed in Dane County Circuit Court case no. 2015CV0034. In this complaint, Zipcoat LLC claimed that the company offered to provide Nic Quiles with spray foam insulation for property located at 2548 N. Holton Street, Milwaukee, Wisconsin, for the benefit of Quiles, for the amount of \$15,524. The complaint avers that Nic Quiles agreed to this. Complainant reviewed a copy of the contract attached to this civil complaint and a signature consistent with Nic Quiles appears on a space for "accepted by or for and/on behalf of the customer" with the printed name Nic Quiles and date of 09/03/04. The civil complaint avers that, on 9/9/14, Zipcoat provided the spray foam goods and services and forwarded an invoice to Quiles. On 10/7/14, Zipcoat forwarded a statement to Quiles. Quiles failed or refused to make payments and breached his obligations under the contract. In his answer to the civil complaint, Quiles admits that "some spray foam goods and services were provided to his residence," admits Zipcoat forwarded an invoice and statement to him. In his answer, Quiles, through his attorney, also claimed there was an oral contract for a bating agreement with Zipcoat, and indicated there were issues and effects with the spray foam work. Quiles also denied that he signed any proposal or contract.

Wisconsin Consolidated Court Automation Program (CCAP) records show that, on 12/30/15, Zipcoat secured a \$20,690.09 default judgment against Quiles, which followed his excuse for a non-appearance at a hearing on Zipcoat's Motion to Compel Discovery.

Quiles' overall pattern of conduct shows that Quiles obtained title to Zipcoat's property (spray foam insulation) by falsely representing that Zipcoat would be paid for the insulation materials installed at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud Zipcoat, that Quiles obtained the spray foam insulation by the false promises to pay, and that this false promise to pay deceived and defrauded Zipcoat of this property.

Complainant reasonably infers that the value of this property exceeded one dollar (\$1.00). Complainant reviewed the contract for this project, which called for "closed cell spray foam insulation R-7 per inch" applied to thicknesses ranging from 2.5 to 5 inches for brick wall areas, store front walls and ceiling, sun porch, and roof areas.

5. S & K Pump & Plumbing, Inc.

In November 2014, defendant Quiles falsely promised to pay S & K Plumbing and defrauded the company of two water heaters and plumbing supplies. Complainant spoke with B.K. who identified himself as a co-owner of S & K Pump & Plumbing, Inc. and described how the defendant falsely promised to pay for plumbing materials and services used at 2548 N. Holton Avenue. B.K. stated that in November 2014 the defendant contracted with S&K Pump & Plumbing, Inc. The defendant accepted a 11/5/14 proposal pay \$5,404.80 to purchase and install two water heaters as well as nipples ,gas manifolds, pipes, fittings, valves, and other related plumbing materials. The defendant also accepted a 11/10/14 proposal to pay \$3,354.00 to install a water softener with chrome lever faucet and other plumbing materials. To "pay" for the work, the defendant provided an unsigned check which could not be cashed (and which was written on a closed account). He then claimed the check was in the mail and gave numerous excuses why the work was not completed to his satisfaction. The defendant returned the items received in the second contract dated 11/10/14 but never paid a restocking fee of \$503.10 and never paid for the water heaters in the first contact dated 11/5/14.

Complainant reviewed business records and correspondence provided by S&K. These included copies of the contracts, which appeared signed and dated under a section titled "Acceptance of proposal." These records included a business card identifying "Nic Quiles III" as "managing partner & chief executive officer" of MindMill Creative with a studio phone number of 424-274-4744 and cell phone of 612-991-9661. There was also an unsigned check (#10720) dated November 7 2014 and payable to "S&K Pump & Plumbing, Inc." Although in the handwritten check the correct amount of \$5404.80 was written in numerals, the payment section described the amount as "five thousand and four dollars 80/100" and was thus short 400 dollars. The check was drawn on Chase account 160912580 in the name of MindMill Creative ("Serving Our Clients Proudly Since 2005") 121 West Lexington Drive, Glendale, CA 91203, 818/480-5771. As noted above, on 12/4/14, the defendant issued a worthless check (#10716) to Urban Heating & Cooling drawn on the same account. Bank records showed this account was closed as of 9/29/2014, two months before.

Email correspondence shows Quiles giving S&K excuses for nonpayment. In an email dated 11/14/2014, "Nic Quiles III" (nic@mindmillcreative.com) claims that he runs "4 companies and over 27 employees on a national scale." The defendant complains of construction debris but says that once his concerns are resolved, "I will come to your office and will be happy to execute the checks...I am in a meeting all day until 2:00pm...but will be back soon after and will be at your HQ to do so." At 11:32am, T.K. from S&K emailed the defendant and told him that the company finished sealing and sweeping and the contracts were completed in full. Quiles did not "execute the checks" but instead emailed S&K on 11/20/14 and stated S&K could pick up the water softener equipment and that "I will be there tomorrow to execute the check payment for you...probably between 3:00-3:15pm at the latest." Apparently, this did not happen because there is another email dated 11/25/14 11:20AM in which the defendant tells T.K. he is "just running a bit behind

schedule,” to which T.K. responds that they will all be “here” until 5pm and do expect to see the defendant at their office that day. Apparently, that too did not happen because B.K. emailed the defendant on 12/1/14 and said that the unsigned and incorrect check was invalid and so they would need a new check in the amount of \$8758.80 to pay for the outstanding invoices. On 12/5/14, the defendant emails “Payment was sent via mail and will arrive certified.” On 12/9, 12/10, 12/11, and 12/12/14, S&K emails the defendant telling him there is still no check. On 12/22, S&K emails the defendant and tells him he may keep either the equipment or the money but not both. On 12/29/14, the defendant emails and challenges S&K’s integrity and says will schedule a courier service to return the water softener. On Wednesday, 1/7/15, the defendant says he will be at S&K’s offices on Friday and will be delivering the water softening system. B.K. indicated that the defendant returned the water softener system that was never installed but kept the water heaters.

B.K. reports that the defendant never paid the first invoice. Wisconsin Consolidated Court Automation Programs (CCAP) records show S&K obtained a judgment against the defendant in the amount of \$6,357.40.

Quiles also provided identifying information to S&K. This included a 11/20/14 email from nic@mindmillcreative.com in which Quiles identified himself as “Nic Quiles III, managing partner, Mind Mill Creative, Global HQ 700 West Virginia Street 3rd Floor, Milwaukee, WI 53204; Corporate Office 414 NW Knights Avenue, Unit 804, Lake City FL 32055, Creative Studios, 121 West Lexington Drive, Suite 804, Glendale, CA 91203; S: (414) 533-5663, M: (612) 991-9661; F: (866) 680-5220.”

Quiles’ overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to S&K’s property (water heaters and plumbing supplies) by falsely representing that S&K would be paid for installing the water heaters at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud S&K, and that Quiles obtained the water heaters and plumbing supplies by the false promises to pay, and that this false promise to pay deceived and defrauded S&K of this property.

The value of the water heaters and plumbing supplies was at least \$2,539.48. B.K. provided receipts showing the water heaters cost \$2,539.48. B.K. said that the remaining plumbing supplies consisted of unspecified materials and mark-up on items like gas pipe and fittings, copper water pipe and fittings, and valves, and stated that \$4,000 was the total materials for the 2548 North Holton St. project.

6. Martin’s Plumbing

In January 2015, defendant Quiles falsely promised to pay Martin’s Plumbing to install several plumbing fixtures and thereby defrauded the company of plumbing supplies. Complainant interviewed M.F. of Martin’s Plumbing. M.F. stated that, about a week before 1/16/15, M.F. met Nicasio Quiles (defendant) at 2548 N. Holton St., which the defendant identified as the residence for his wife and children. M.F. explained that the defendant called M.F. and they agreed to meet at 2548 N. Holton St. The defendant hired Martin’s Plumbing and, according to the building permit, the contractor was to install a bath tub, a water closet, a lavatory, and a water heater. M.F. said that the defendant gave him a \$1000 down payment and he completed the two-day job by 1/27/15. When M.F. completed the job, however, the defendant would not meet with him to provide the final \$1,100 payment. M.F. finally was able to reach the defendant by phone and he said that he was not going to pay it because he felt that Martin’s” finished the job too fast and he was overcharged.” M.F. and his wife closed out and discarded the file in January 2016 because they did not believe that the defendant would ever pay.

M.F. identified Nicasio Quiles via a booking photo, per his wife, C.F.

Quiles' overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to Martin's property (plumbing supplies) by falsely representing that Martin would be paid for installing the plumbing fixtures at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud Martin's, that Quiles obtained the plumbing supplies by the false promises to pay, and that this false promise to pay deceived and defrauded Martin's Plumbing of this property.

Complainant reasonably infers that the value of this property exceeded one dollar (\$1.00). Complainant reviewed the permit for this project, which stated the cost of job was \$2,100 for "upper bath updates" including a bath tub, water closet, lavatory, and water heater.

7. Advanced Electrical Contractors, Inc.

In April 2015, defendant Quiles falsely promised to pay Advanced Electrical Contractors to wire air conditioners and thereby defrauded the company out of labor and electrical components. Complainant interviewed the owner and employees of Advanced Electrical Contractors, Inc. who described how Quiles failed to pay for materials and labor. DA Inv. Kenneth Grams reports that he interviewed C.R., who identified himself as the owner of Advanced. C.R. said he received a phone call from a man who identified himself as Nic Quiles. Quiles said he needed two new air conditioning units wired into his electrical service at this residence as soon as possible. C.R. assigned two electricians to respond to 2548 N. Holton St to complete the job and they drafted a contract dated 4/14/2015 agreeing to complete the job for \$1034.87. Quiles was advised that he would need to pay in full upon completion because he provided no down payment. C.R.'s employees completed the work but Quiles never paid. C.R. tried to call Quiles on the phone number he provided but the number was disconnected. C.R. also mailed a copy of the invoice and contract to Quiles 's residence but Quiles never responded. C.R. provided Inv. Grams with copies of an invoice, permit, and work order for electrical work performed for "Nic Quiles, 2548 N Holton, Milw, Wisc 53212." The work order and invoice reflect a cost of \$1,039.87 with \$219.87 for materials. According to the work order, such materials included A/C disconnect, A/C whip, GFI (ground fault interrupters) and other electrical supplies. On information and belief, these materials remain with the Quiles' property.

Inv. Grams reports that he showed copies of these work orders to M.S., who stated he used to work for Advanced. M.S. stated that he and coworker C.F. responded to 2548 N. Holton St. to wire in two air conditioning units for Mr. Quiles. Quiles was present at this address while M.S. and C.F. worked and M.S. told Quiles that full payment of \$1,039 would be required because the job would be completed in four hours. M.S. said that Quiles signed this work order. When M.S. completed the job on 4/14/2015, Quiles said he would pay the next day because he had forgotten his check book at his place of business. Quiles and M.S. agreed that M.S. would return the next morning on 4/15/2015 to collect payment. When M.S. did respond the next morning, the Quiles 's wife said that Quiles was not home. M.S. stopped by twice in the afternoon and Quiles told M.S. that he spoke with the owner of Advanced who advised that Quiles could pay next month. M.S. accepted this answer but later found out it was false.

Shown a copy of Quiles 's Wisconsin driver's license photo, M.S. identified Quiles, Nicasio Quiles III.

Quiles' overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to Advanced Electical's property (electrical supplies) by falsely representing that Advanced would be paid for the electrical work at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and

defraud Advanced Electrical, that Quiles obtained the electrical supplies by the false promises to pay, and that this false promise to pay deceived and defrauded Advanced of this property.

The value of the electrical materials was at least \$219.87, according to the invoice provided by Advanced.

8. Ellenbecker's Exteriors LLC

In April 2015, defendant Quiles falsely promised to pay Ellenbecker Exteriors LLC and thereby obtained roofing materials for his garage at 2548 N Holton St. Complainant interviewed J.E. of Ellenbecker's Exteriors LLC who advised that Nic Quiles hired his company, Ellenbecker's Exteriors LLC, to roof his garage but then failed to pay the company when the work was completed and "screwed him out of a lot of money." J.E. recalled that Nic Quiles approached his company and expressed interest in having Ellenbecker roof his garage. Ellenbecker provided Quiles with a "scope of work" proposal and contract that required Ellenbecker to install foam pitch board, a 60 mil rubber membrane, trim bars, and other materials and "payment will be issued upon completion." J.E. provided emails which show that, on 4/17/2015, J.E. emailed the "N. Holton St. rubber roof contact" to nic@mindmillcreative.com. These emails show that, on 4/22/2015, Quiles asked, "Any idea as to when you will get started on the rubber roof at the Holton house? The painting is all done and it's ready for the roof to go on." To this, J.E. responded that they will start in May. J.E. said that Quiles told him he would provide a check when the work started and J.E. was planning on collecting the money when then work was completed in a couple of days. After they installed the rubber roof, Quiles requested that Ellenbecker install about 90 feet of custom bent capping to seal the exposed brick at the top, for an additional \$850.00. When Ellenbecker completed the work, J.E. tried getting ahold of Quiles but never could. Quiles failed to pay for the work. Quiles was such a good talker that he completely snowed him, said J.E.

J.E. identified Quiles via a booking photo and identified him as the man for whom J.E. did roofing work on his garage. Quiles also identified his phone number as 612-991-9661, according to J.E.'s documents.

Quiles' overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to Ellenbecker's property (roofing materials) by falsely representing that Ellenbecker would be paid for the roofing work at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud Ellenbecker, that Quiles obtained the electrical supplies by the false promises to pay, and that this false promise to pay deceived and defrauded Ellenbecker of this property.

The value of these roofing materials was approximately \$ \$1,825.00. Ellenbecker provided an estimate noting that Ellenbecker would use a new 60 mil rubber membrane on the entire garage roof, and provided notes indicating that a surface area of 30 x 22, which complainant infers to be feet. J.E. further described the materials as rubber, fiber board, buckets of glue, plywood, weather wood, caulking, fasteners, and metal break rental.

9. Capital Construction Services LLC

In June 2015, defendant Quiles falsely promised to pay Capital Construction Services LLC for contracted work and obtained title to thermostats and smoke detectors. Complainant interviewed L.H. who advised that Complainant interviewed L.H. who identified herself as the operations manager at Capital Construction Services LLC D/B/A Capital Heating & Cooling. L.H. said that, on 6/9/2015, Nic Quiles contacted Capital Heating & Cooling and said he did not think his thermostat was wired properly. According to the company's dispatch tickets, Quiles expressed interest in a home humidifier, and upgrading to a digital thermostat. Capital service technicians responded to

2548 N. Holton St. and installed three Nest digital thermostats and four Nest smoke detectors, and completed the work on 8/6/2015. According to invoice 11223, the total for parts and labor was \$2,160.58, which included 3 Nest thermometers and 4 Nest smoke detectors. L.H. said that the company was going to collect money at the completion of the job but Quiles said that he had to run out to an appointment but would call the Capital office later and give his credit card number to pay for the work. After Capital completed the work, the company could not get ahold of Quiles. In March 2016, Capital owner J.F. ran into Quiles at Milwaukee City Hall and Quiles they talked about Quiles still owing Capital money. Quiles then provided J.F. with a credit card number to pay. But when Capital tried to run the number, the credit card was declined.

Quiles' overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to Capital's property (roofing materials) by falsely representing that Capital would be paid for the Nest digital devices installed at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud Capital, that Quiles obtained the Nest devices by the false promises to pay, and that this false promise to pay deceived and defrauded Capital of this property.

The value of the Nest devices was \$1,350, according to L.H. and J.F., the owner; that is, \$250 for each of three Nest thermostats and \$150 for each of 4 smoke detectors.

10. Gene Wagner Plumbing Co. Inc.

In October 2015, defendant Quiles falsely promised to pay Gene Wagner Plumbing for work and thereby obtained plumbing materials for 2548 N. Holton St. Inv. Grams reported to complainant that Grams interviewed T.B. of Gene Wagner Plumbing Co., Inc. T.B. reported that Nic Quiles called Gene Wagner Plumbing and, on 10/30/15, T.B. responded to the proposed job site of 2548 N. Holton St. Quiles signed a contract dated 10/28/2015 in which he promised to pay \$9,810 for various roughing in plumbing throughout the house at 2548 N. Holton St. The terms of the contract required 50% down payment upon signing of the contract and Quiles paid \$3500 via two money orders dated 11/09/2015. Between 10/26/15 and 1/5/2016, plumber J.B. completed the work, which included installing PVC pipe and copper lines, sink and faucet, valves, vents, and other plumbing materials. T.B. said he tried to contact Quiles to have him respond to the job site for final inspection but Quiles would never return his calls. T.B. also called Quiles' wife, Nicole, but she did not answer the phone. T.B. said the job would require one more day of full work to complete if Quiles ever let them back on the premises with a building inspector. According to T.B., Gene Wagner Plumbing lost \$1500 on the contract.

T.B. identified Quiles via booking photo. Gene Wagner's paperwork indicates that Quiles used the phone 414/865-1588 and email nicquiles@icloud.com.

Quiles' overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to Gene Wagner's property (plumbing materials) by falsely representing that Gene Wagner would be paid for the plumbing materials installed at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud Gene Wagner, that Quiles obtained the plumbing materials by the false promises to pay, and that this false promise to pay deceived and defrauded Gene Wagner of this property.

The value of the plumbing materials was \$2,750 and for piping and fittings, according to a letter dated 7/15/16 from Gene Wagner vice-president S.A. to "Nic Quiles."

11. Nuens Fredonia Lumber Co.

In January 2016, defendant Quiles falsely promised to pay Nuens Fredonia Lumber for lumber and hardware the company delivered to 2548 N. Holton St. Complainant interviewed D.J. who identified himself as an owner of Nuens Fredonia Lumber Co. Inc. Defendant Nicasio Quiles III called Nuens and ordered a fence and materials to be paid upon delivery at 2548 N. Holton St. Upon delivering the fence and materials, no one was there to sign or pay for the materials. D.J. instructed his salesman, R.K., not to leave the materials there but R.K. said he would take responsibility for it. On information and belief, no one ever paid and Nuens was forced to seek a construction lien on 2548 N. Holton St. D.J. indicated that, as of June 2016, the fence remained up at 2548 N. Holton St. and that D.J. cannot take it down because he has a lien on the property.

Complainant reviewed the notice and claim for lien filed in Milwaukee County circuit court case no. 2016CL000107. The claim for lien states that, on or about 1/7/2016, Nicasio Quiles requested that Nuens furnish lumber and hardware and that such items were furnished on 1/7/2016.

Quiles' overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to Nuens' property (lumber and hardware) by falsely representing that Nuens would be paid for the lumber and hardware installed at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud Nuens, that Quiles obtained the lumber and hardware by the false promises to pay, and that this false promise to pay deceived and defrauded Nuens of this property.

12. A & A Home Improvement

In January and February 2017, defendant Quiles falsely promised to pay A & A Home Improvements LLC for materials used to install doors and molding at 2548 N. Holton St. Complainant interviewed S.I. who identified himself as the owner of A & A Home Improvements LLC. S.I. said he met Nicasio Quiles through the L.A.M.A motorcycle club. Quiles expressed an interest in having S.I. and A & A do some work for him. S.I. went to Quiles' house at 2548 N. Holton St., where Quiles wanted S.I. to hang doors, install baseboards and crown molding, and paint. S.I. provided Quiles with an estimate for the work and the agreement was \$5,903.37 in labor and materials. Quiles and S.I. went to Home Depot to select materials. S.I. said while they were at Home Depot, Quiles received a call and said he had to leave but would be right back. S.I. waited for Quiles and called to tell him he needed to come back and pay for the materials, but Quiles told S.I. to just pay for the materials and then Quiles would pay S.I. back. Between 1/17/2017 and 2/6/2017, S.I. purchased at least \$1,803.37 in materials for Quiles, whom he trusted to pay him back. S.I. provided complainant with receipts for many of these materials, which included paint, interior molding, pine board, shelving.

S.I. began working on the residence on 1/25/2017. While S.I. was working on the residence, S.I. continued to tell Quiles that S.I. needed to get paid. S.I. provided copies of texts between him and Quiles. The correspondence was in Spanish and Milwaukee Police Officer Jamie Hewitt, who speaks Spanish, translated the texts. Hewitt's translation showed Quiles making many excuses about nonpayment ("when I went to Wells Fargo to make out the check certified, they were not opened...", "I will leave the check with Nicole [wife] tomorrow...", "I also contacted Wells Fargo because they sent out that check to your address and didn't stop it because I was hoping it arrived already..."). S.I. never got paid even though he completed the work.

S.I. identified "Nico Quiles" via booking photo.

Quiles' overall pattern of conduct and the totality of evidence described in this complaint show that Quiles obtained title to A & A and S.I.'s property (crown molding and other materials) by falsely

representing that S.I. and A & A would be paid for the materials used at 2548 N. Holton St., that Quiles knew the express or implied promise to pay was false, that Quiles promised to pay with intent to deceive and defraud S.I. and A & A, that Quiles obtained the materials by the false promises to pay, and that this false promise to pay deceived and defrauded S.I. and A & A of this property.

The value of the property was approximately \$1,803.37, according to S.I. and receipts for materials provided by S.I.

B. NEW CRIME VIOLATED CONDITIONS OF RELEASE WHILE ON BAIL

Count 2: Felony Bail Jumping

Count 3: Misdemeanor Bail Jumping

As described above, Quiles committed the crime of theft between 1/1/2017 and 4/4/2017 when he defrauded S.I. and A & A Home Improvements.

When defendant Quiles committed this crime of theft, he was released on bail in four criminal cases with the condition that he not commit any new crimes. Complainant reviewed the following records:

- Milwaukee County Circuit Court case no. 2015CF3471 in which Quiles is charged with felony issuance of worthless check (more than \$2500) contrary to section 943.24(2). The complaint in this case shows that the charges stem from Quiles writing a \$13,000 check to Urban Heating & Cooling on a closed account, as described in section A.3 above. The records showed that Quiles was released on a signature bond on 9/15/2015.
- Milwaukee County Circuit Court case no. 2016CF4085 in which Quiles was charged with four felony counts of failure to support a child contrary to 948.22(2). These records show that, on 11/08/2016, Quiles was released on a signature bond.
- Milwaukee County Circuit Court case no. 2016CF5012 in which Quiles is charged with two felony counts of failure to support a child contrary to 948.22(2). The records showed that, on 11/8/2016, Quiles was released on a signature bond.
- Milwaukee County Circuit Court case no. 2016CM4041. These records show that the defendant was charged in this case with misdemeanor theft-by-trustee for taking a \$1,700 payment from R.W. but never performing promised work. The court records show that Quiles was released on a signature bond on or about 12/12/2016.

As a condition of release in each of these four cases, Quiles was ordered to commit no new crimes. On information and belief, these release conditions remained in effect between 1/1/2017 and 4/4/2017. Thus, by committing the new crime of theft against S.I. and A & A Home Improvements, Quiles violated his release conditions in these four cases and thereby committed felony and misdemeanor bail jumping.

As described below, these two underlying cases in 2015CF3471 and 2016CM4041 also prove that Quiles intended to deceive and defraud the persons and entities with whom he requested and obtained services and materials. But the underlying cases are part of many other

C. OTHER EVIDENCE OF PLAN, ABSENCE OF MISTAKE, AND INTENT TO DEFRAUD

That Defendant Quiles had no intention to honor his promises to pay and every intent to defraud his victims is further evidenced by the litany of other victims he has defrauded. The pattern described above and below shows that Quiles failures to pay are no accident but are intentional

and part of an ongoing plan to defraud most people who do business with him and deprive them of their time, labor, services, materials, and property. They also document a motive to defraud, in that Quiles has accumulated so many debts that he must defraud to obtain the property to improve 2548 N. Holton St.

1. Mikkelson Builders, Inc. (12/10/2008)

In 2008, defendant Quiles leased office space with Mikkelson Builders, Inc. but then failed to pay any rent other than the initial down payment. Inv. Grams interviewed W.M. who said that, on 12/10/2008, Nicasio Quiles III – acting on behalf of “Wisconsin Law Mitigation” -- signed a commercial lease for office space at 1025 W. Glen Oaks Ln. Suite 202, Mequon, Wisconsin. The lease was for a year \$18,000, to be paid monthly. Per the lease, Quiles agreed to pay \$1800 per month. He paid the initial \$1800 but never paid anything else. Mikkelson terminated the lease and lost \$12,600.

2. Creative Side (4/13/2013)

In 2013, defendant Quiles hired a graphic designer to create a logo for him but then failed to pay her. Complainant interviewed S.S. who does business as the Creative Side. S.S. said she advertised her graphic design business on Craigslist.com and Nicasio Quiles contacted her and hired her to design a logo for one of his “tenants”, “River West Cycles.” S.S. did so and sent Quiles a \$150 invoice dated 4/16/2013. He never paid her. S.S. met Quiles in person once at a coffee shop and she was able to identify him via booking photo.

3. Atlas Survey (11/22/2013)

In 2013, defendant Quiles contracted with Atlas Survey to survey his mother’s property but then never paid. Complainant interviewed B.K. who identified himself as the owner of Atlas Survey LLC. B.K. provided a copy of an agreement dated 11/22/2013 in which Quiles hired Atlas to survey 2562 N. Booth St. On the agreement, Quiles listed his business as Nova Gyms with an address of 841 W. Layton Ave, Greenfield, with a phone of 612/991-9661 and an email nicquiles@me.com. Per the agreement, B.K. surveyed the address and on 12/14/2013 sent Quiles an invoice for \$515. A PayPal money request was sent on 1/18/2014 but Quiles canceled that request on 7/26/2014. B.K. had to have an attorney filed a small claims case against Quiles and obtained a \$3,478.65 judgment against Quiles.

**4. R.W. (9/19/2014)
Count 1 in 2016CM4041**

In 2014, defendant Quiles took R.W.’s down payment for concrete work that he never performed. Complainant interviewed R.W. , who said she was passing by 2548 N. Holton St. and noticed the excellent concrete work. In September 2014, R.W. stopped by the residence to ask who did the concrete work and Nic Quiles told R.W. that he did. Quiles met R.W. at her residence at 3441 N. Palmer and gave her a written estimate in which he agreed to remove and replace a door and install a concrete slab for \$3400 with a \$1700 deposit. The name on invoice is “Nic Quiles & Sons Contractors”; there is no evidence that this business existed before this transaction. R.W. gave Quiles a cashier’s check and he said he would begin construction the week of October 3, 2014. Quiles never begin the project and did not respond to 15 to 20 calls and texts by R.W. On 11/26/2014, Quiles did answer his phone (R.W. blocked the caller-ID) and Quiles told R.W. he would return her money if she came by his residence in the afternoon. R.W. did stop by but could not find Quiles. R.W. reached Quiles a week later and he told her to “take him to court.” Consequently, the State charged Quiles with theft in 16CM4041.

5. ATID (3/18/2015)

In March 2015, defendant Quiles leased office space from ATID but never paid the security deposit or rent. Complainant interviewed M.K. who said that Nicasio Quiles III entered into a five-year lease with ATID for office space located at 200 N. Jefferson St., Milwaukee, WI. M.K. provided a copy of the lease, which is dated 3/18/2015 and shows that the rent was \$3,023.75 in year one and increased every year after. M.K. recalled that Quiles insisted that the lessor be Mind Mill Creative, LLC. Quiles moved into the space in April but failed to pay the security deposit or rent. M.K. provided emails in which Quiles claimed that his former chief financial officer misappropriated funds and claimed he was out of the office “due to the unexpected passing of my father in Puerto Rico over the holiday weekend.” (His father is apparently alive.) ATID was forced to retain an attorney and secured a \$25,668.58 judgment against Quiles and Mind Mill Creative LLC.

6. Property Management Development (6/20/2015) (Uncharged Conduct: Damaging Encumbered Property – Section 943.26(2))

In June 2015, defendant Quiles signed a land contract with P.B. and Property Management Development for a commercial property located at 425 E. North Avenue, Milwaukee, WI. But Quiles failed to pay per the terms of the contract and, without permission, sold off movable parts of the property including two metal storage containers and a vehicle hoist. Despite indications that Quiles was subleasing this property, Quiles failed to pay per the contract and had excuses that his children were ill and he had medical expenses. At one point, Quiles changed his phone number and at another point Quiles told P.B. he would have to sue him.²

7. Shelby Dorn (Craigslist Ad) (7/9/2015) (Uncharged Count: Theft by Bailee – Section 943.20(1)(b))

Defendant Quiles took a deposit to rent unfinished space at 2548 N. Holton but then failed to return the deposit when the prospective tenant discovered his litigation history. Complainant interviewed S.D. who stated that Nicasio Quiles failed to return a deposit she gave him on 7/9/2015 to rent commercial space purportedly available at 2548 N. Holton St. S.D. stated she responded to through Craigslist to an advertisement for space for rent in the Riverwest neighborhood. S.D. provided copies of emails showing that “Nic” messaged her back and offered to meet. S.D. indicated she met Nic Quiles at the property and noticed that it was a store front area framed out but lacking drywall. Quiles told her it would be her responsibility to finish the work that needed to be done. Quiles offered her a reduced rate if S.D. would pay \$7,700 in advance, but S.D. declined and offered \$900 per month. To rent the space, S.D. paid Quiles \$900 in cash and he provided a receipt dated 7/9/15 for “cash received for commercial lease.” Complainant reviewed the receipt and Quiles listed his business as “Riverwest-Brewers Hill Urban Farmer’s Coop” with a phone number of 414/865-1588, an email of rwbhcoop@gmail.com, and an address of 425 E North Avenue, Milwaukee, WI. The receipt contains the salutation, “Sincerely yours, Nic and the kids.” They were to discuss a lease the next day, but S.D. discovered Quiles’ litigation history and asked for her money back. Quiles promised to return her money but never did.

8. Wallace Properties (8/3/2015)

Defendant Quiles rented residential property from Wallace Properties but failed to pay rent. Complainant interviewed M.W., who said that, in summer 2015, he leased residential property to a man identifying himself as Nic Cuevas. M.W. provided a copy of the lease which is dated 8/3/2015, apparently signed by “Nic Cuevas”, and involves property located at 1410 N. 52nd St #1,

² Quiles later claimed that P.B. assaulted him and petitioned for and received a one-year harassment restraining order in Milwaukee County case no. 2015CV010317.

Milwaukee, Wisconsin. Shown a photo of Nicasio Quiles III, M.W. identified Quiles as the man who rented the property. Quiles did pay the security deposit (\$750) and first month rent (\$750) in cash but never paid any other rent. M.W. provided texts in which M.W. discuss eviction and Quiles says he is not going to vacate because M.W. entered his property without notice. Quiles says that he will pay and says his excuse is that he was out of town on business.

9. Employees of Creativo LLC (December 2016)

Beginning in December 2016, Quiles hired employees to work for “Creativo LLC” but then began missing payroll and falsely representing the status of the company to the employees. N.H. filed a complaint with the Milwaukee County District Attorney’s Office and stated that Nicasio Quiles owns and operates “Creativo LLC” at his residence at 2548 N. Holton St. N.H. says that, beginning in December 2016, Quiles hired N.H., T.T., Z.M. and J.L. Quiles had the four sign employment contracts, which he also signed “Nic Quiles III” on behalf of “CreaTVo – A Subsidiary of A3Ent/Mind Mill.” On or about February 8, 2017, Quiles “missed payroll” and failed to pay his employees. Quiles insisted he was trying to sort out the payroll situation, but N.H.’s research showed that he made false statements while promising this was getting sorted out. For example, Quiles referenced problems with payroll. On 2/9/2017, Quiles promised T.T. that “payroll should be there to you and the team today.” “Checks...would be done by 12:00pm and shes having them delivered via local courier from Wells Fargo.” Quiles claimed to set up a conference call with Wells Fargo, but then never called the employees and left them hanging. Weeks of unpaid uncertainty frustrated the employees: “Nic, at this point, you have everyone completely uncertain of not only our positions but our ability to pay our bills.” “This has affected my life to the point that I haven’t been grocery shopping in a month.” Quiles promised to pay via Paypal but claimed that Paypal declined his processing. Texts document many unfulfilled promises of calls and alleged problems with Wells Fargo processing payroll.

10. Judgments and bankruptcy filings document modus operandi, debt and motive to commit fraud

Defendant Quiles’ judgments and bankruptcy filings document his modus operandi of failing to pay for goods and services, and the debt both explains his motive to make false promises to pay as well as provides context showing why these promises were false from the get-go.

Since 2000, more than twenty-five entities have sued or filed claims against Quiles. Since 2013, the following entities sued or filed liens against Nicasio Quiles and received judgments in the indicated amounts:

Case No.	Plaintiff/Claimant	Judgment/Lien	Date
2013SC012645	Cusatis Constr. Co. Inc.	\$ 6,663.00	09/19/13
2013SC015393	Northern Restoration Solutions LLC	3,121.00	07/24/13
2013SC022183	Keith D Fansher	3,251.61	09/27/13
2013SC033162	Randall E Regner	1,541.22	01/20/14
2014CL000212	Schultzwerk Architecture, Inc.	3,039.75	10/09/14
2015SC000676	S&K Pump & Plumbing	6,357.40	05/04/15
2015SC011074	ATID investments LLP	25,668.58	09/30/15
2015SC012672	Ellenbecker Exteriors LLC	3,248.00	07/17/15
2015CV004852	City of Milwaukee	11,192.03	07/24/15
2015CL000204	Capital Constr. Services LLC	2,160.58	11/11/15
2015CV000034	Zipcoat LLC	20,690.09	12/30/15
2015CV008881	City of Milwaukee	11,192.03	01/05/16
2016CL000107	Neuens Fredonia Lumber Co. Inc.	852.50	05/18/16
2016SC015728	Shelby Dorn	1,199.00	07/19/16
	Total judgments	100,176.79	

Additionally, in his bankruptcy that was later dismissed, Quiles declared \$ 362,250.63 in liabilities and listed numerous creditors not listed above. *In re Nicasio Quiles*, No. 16-2062-svk (E.D. Wis. Bankr).

At trial, the State may add one or more of these entities and incidents to prove motive, context, modus operandi and thereby theft-by-fraud.

The preceding list in Section C does not exhaust the potential other-acts evidence in this case.

****End of Complaint****

Electronic Filing Notice:

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Criminal Complaint prepared by Joshua M Mathy.

Subscribed and sworn to before me on 08/09/18 Electronically Signed By:

Electronically Signed By:

Joshua M Mathy

Assistant District Attorney

State Bar #: 1079813

Tara M. Ferguson

Complainant