

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO. 18-25446-CIV-ALTONAGA/Goodman

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

Plaintiff, )

-vs- )

US MOVING SERVICES INC, d/b/a Safeway )  
Moving & Storage, Apex Moving, Number One )  
Van Lines, Moving Services, Proud American )  
Vanlines, Up Line Moving, Spartan Moving, )  
Spartan Van Lines and/or Prodigy Moving )  
& Storage, a Florida corporation, )

MOVING & STORAGE SF INC, f/k/a Safeway )  
Moving & Storage Inc, d/b/a Apex Moving )  
& Storage, Moving and Storage Inc, Upline )  
Moving and/or Prodigy Moving & Storage, )  
a Florida corporation, )

MOVING SYSTEMS INC, f/k/a Spartan Moving )  
System Inc, d/b/a Spartan Van Lines, )  
a Florida corporation, and )

YEHOSHUA VAKNIN, Individually and as )  
Owner, Officer and/or Principal of US MOVING )  
SERVICES INC, MOVING & STORAGE SF INC, )  
and MOVING SYSTEMS INC, )

Defendants. )

**AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, EQUITABLE RESTITUTION,  
CIVIL PENALTIES AND OTHER STATUTORY RELIEF**

The Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,  
DEPARTMENT OF LEGAL AFFAIRS (“Attorney General” and/or “Plaintiff”), by and through  
the undersigned Assistant Attorney General, hereby sues the Defendants, US MOVING

SERVICES INC, d/b/a Safeway Moving & Storage, Apex Moving, Number One Van Lines, Moving Services, Proud American Vanlines, Up Line Moving, Spartan Moving, Spartan Van Lines and/or Prodigy Moving & Storage (“US MOVING”), a Florida corporation, MOVING & STORAGE SF INC, f/k/a Safeway Moving & Storage Inc, d/b/a Apex Moving & Storage, Moving and Storage Inc, Upline Moving and/or Prodigy Moving & Storage, (“M&S” or “SAFEWAY”), a Florida corporation, MOVING SYSTEMS INC, f/k/a Spartan Moving System Inc, d/b/a Spartan Van Lines (“MSI” or “SPARTAN MOVING”), a Florida corporation (collectively, US MOVING, SAFEWAY and SPARTAN MOVING are referred to herein as “Corporate Defendants”), and YEHOSHUA VAKNIN (“VAKNIN”), Individually and as Owner, Officer and/or Principal of US MOVING SERVICES INC, MOVING & STORAGE SF INC, and MOVING SYSTEMS INC (collectively, VAKNIN and the Corporate Defendants are referred to herein as “Defendants”).

### **SUMMARY OF COMPLAINT**

1. Since at least in or about January 2014, Defendant VAKNIN, operating at various times as described herein through one or more of the Corporate Defendants, has advertised these entities as being professional movers staffed by well-trained employees who use the utmost care with consumers’ belongings and are scrupulous in preparing and following estimates. The reality is far different. Defendants regularly used unskilled, untrained agents who often damaged or stole consumers’ property, and routinely provided deceptive, low ball estimates then extorted higher fees by holding consumers’ property hostage. Defendants have harmed hundreds of consumers and Plaintiff respectfully asks this Court to impose civil penalties, grant restitution and permanently enjoin further abuses.

2. This action is brought by the Attorney General: (1) under Section 14711 of Title 49 U.S.C., Subtitle IV, Part B (hereinafter the “Interstate Transportation Code” or “I.T.C.”) on

behalf of Florida residents based on violations of the consumer protection provisions of that title, including the regulations promulgated by the Federal Motor Carrier Safety Administration (“FMCSA”) contained in Title 49 C.F.R., Chapter III, Subchapter B, Sections 350-399 (hereinafter “FMCSA Regulations” or “the Regulations”);<sup>1</sup> (2) based on direct violations of Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (hereinafter “FDUTPA”); and (3) based on violations of Florida Household Moving Services Act, Chapter 507, Sections 507.01-507.13, *Florida Statutes* (hereinafter “Florida Moving Act” or F.M.A.), the I.T.C. and FMCSA Regulations, which constitute *per se* violations of FDUTPA.

3. During various times material hereto, the Defendants have engaged in acts and practices that violate certain provisions of state and federal law in connection with the transportation of household goods by consumers<sup>2</sup> either solely within the State of Florida (intrastate moves) or crossing state boundaries or involving more than one state (interstate moves).<sup>3</sup> In connection with these activities, the Defendants have acted as “movers or “household goods motor carriers,” as those terms are defined by Florida and federal law.

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<sup>1</sup> FMCSA was established within the U.S. Department of Transportation on January 1, 2000, pursuant to the Motor Carrier Safety Improvement Act of 1999 (Title 49 U.S.C., Subtitle I, §113).

<sup>2</sup> For purposes of this Complaint, all consumers referenced herein are either actual or prospective shippers or individual shippers, as those terms are further defined herein.

<sup>3</sup> As used in this Complaint, the term “household goods” or “goods” shall have the same meaning as contained within Section 13102 of the I.T.C. and Section 507.01(7) of the F.M.A., and shall include personal effects and other personal property used, to be used or commonly found in a home, personal residence, or other dwelling, including, but not limited to, household furniture. The term “motor carrier” or “carrier” shall mean any “person” (including an individual) who provides “motor vehicle” “transportation” for compensation as those terms are defined in Section 13102 of the I.T.C. (See also, Title 49 U.S.C. 13102 (14) and Title 1 U.S.C. 1). The term “shipper” shall mean a person who uses the services of a “mover” to transport or ship household goods as part of a “household move,” as those terms are defined within Section 507.01 of the F.M.A.

4. Defendant VAKNIN controls the acts and practices of Corporate Defendants, US MOVING, SAFEWAY and SPARTAN MOVING, who operate using numerous and often overlapping fictitious names. Beginning in or about May 2016, Defendant VAKNIN began operating Defendants US MOVING and SAFEWAY as part of a common enterprise, which was thereafter joined by Defendant SPARTAN MOVING in or about August 2016 (hereinafter this common enterprise is referred to as the “Enterprise” or “Moving Enterprise”).

5. While engaged in trade or commerce as movers or household goods motor carriers, the Defendants have utilized unlawful trade practices in connection with advertising, soliciting, providing, offering, selling or distributing services relating to the moving, transportation, arranging for the transportation or the physical movement and/or storage of household goods (hereinafter “Moving Services”) for consumers residing in Florida and elsewhere throughout the United States.

6. As further described herein, the Defendants often misrepresent to consumers the price, nature, extent, qualities, timing or characteristics of the Moving Services offered by the Enterprise. Essentially, the Defendants often quote consumers an artificially low estimate for providing their Moving Services. Thereafter, in numerous instances, the Defendants’ Moving Enterprise then fails to honor that “low ball” estimate, but instead, substantially increases the price charged at the time the move occurs. In fact, oftentimes, the new higher price is not disclosed to the consumer until after loading of the consumer’s household goods has been partially or fully completed.

7. In numerous instances, the Defendants’ agents provide estimates for the transportation and other [accessorial] charges to be incurred in connection with the move, that do

not comply with applicable Florida law and/or FMCSA Regulations.<sup>4</sup> For example, in numerous instances, the Defendants fail to: (1) provide a properly prepared written estimate to the consumer; (2) base the estimate on a physical survey of the household goods when otherwise required to do so; and/or (3) include in the estimate all of the charges for transportation and related (accessorial) services to be provided.

8. The Defendants and their agents provide consumers with these deceptive, low ball estimates to induce the consumers to enter into a service agreement with the Enterprise relating to their household move, and often to induce the consumer to pay the Enterprise a portion of the anticipated fees as an up-front “deposit.” In numerous instances, the Defendants then unfairly increase the quoted price for the move shortly before the scheduled pickup date, leaving the consumer with no practical alternative but to acquiesce to the unexpected (last minute) price hike.

9. In numerous instances, after the Defendants’ agents arrive and begin loading the consumers’ household goods onto their trucks, the consumers are then confronted with a significantly higher monetary demand than previously quoted to them, in order to obtain a release of their property from the Moving Enterprise or their affiliates. In numerous instances, the new price demanded at the time of delivery is significantly more than the amount of the “binding estimate,” or more than 110% of the “non-binding” estimate that the Enterprise previously provided to the consumer, in violation of FMCSA Regulations and Florida law.

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<sup>4</sup> As used in this Complaint, “accessorial services” means any service performed by a mover which results in a charge to the shipper and is incidental to the transportation or shipment of household goods, as described in Section 507.01(1) of the F.M.A., including, but not limited to, valuation coverage; preparation of written inventory; equipment, including dollies, hand trucks, pads, blankets, and straps; storage, packing, unpacking, or crating of articles; hoisting or lowering; waiting time; carrying articles excessive distances to or from the mover’s vehicle, which may be cited as “long carry”; overtime loading and unloading; reweighing; disassembly or reassembly; elevator or stair carrying; boxing or servicing of appliances; and furnishing of packing or crating materials.

10. The Defendants and their affiliates often refuse to deliver the consumer's household goods notwithstanding the consumer's attempts to tender the amount specified in the service agreement or estimate they were previously provided. Instead, in numerous instances, the Defendants and their agents refuse to relinquish the consumer's household goods until the consumer pays in full the new, higher amount (which the Enterprise often demands to be paid only in cash). If a consumer refuses to pay the new higher amount, the Defendants and their affiliates often threaten to retain the consumers' household goods and to add "storage" or other "redelivery" fees to the amount they are demanding from the consumer. In other words, the consumers' goods are held hostage until they pay the higher fees.

11. In addition, the Defendants misrepresent or deceptively represent to consumers (in their marketing materials and otherwise) that their agents are highly trained, experts and will provide exceptional care for the consumers' household goods during the move. In fact, however, the Defendants and their affiliates regularly employ unskilled and untrained laborers, who often deliver the consumers' goods in a completely broken or severely damaged condition, or with various items missing. The Defendants generally provide only *de minimis* compensation to the consumers (if anything at all) for the damage or loss resulting from the often intentional or reckless misconduct of their agents.

12. Likewise, the Defendants and their agents often misrepresent or deceptively represent the timeframe or schedule for pickup, delivery and/or storage of the household goods estimated. In numerous instances, the Moving Enterprise agents have arrived late to pick up the consumers' goods or have delivered the consumers' goods well beyond (sometimes many weeks beyond) the promised delivery dates, with insufficient notice and little or no recompense provided to the consumer.

13. Numerous consumers have filed complaints with the Attorney General and/or other consumer protection agencies regarding the Defendants' deceptive and unfair business practices. The Defendants' acts and practices, as alleged herein, have caused substantial injury to consumers that the consumers could not reasonably avoid and are not outweighed by countervailing benefits to consumers or to competition.

14. The Attorney General brings this action to halt the Defendants' unlawful acts and practices; to prevent consumers from suffering irreparable harm from such unlawful acts and practices; to hold the Defendants accountable; and to provide equitable relief to consumers that the Defendants have victimized.

#### **JURISDICTION AND VENUE**

15. This Court has subject matter jurisdiction pursuant to Section 14711(a) of the Interstate Transportation Code.

16. This Court has supplemental jurisdiction over the state of Florida's claims pursuant to 28 U.S.C. Section 1367 and FDUTPA.

17. Venue is proper in this district under Section 14711(e) of the Interstate Transportation Code as the Defendants operated either as a broker or motor carrier in Dade County Florida, within the Southern District of Florida.

#### **THE PLAINTIFF**

18. The Attorney General is an "enforcing authority" of FDUTPA and is authorized to bring this action and to seek injunctive relief and all other available equitable or statutory relief.

19. Pursuant to Section 14711 of the Interstate Transportation Code, the Plaintiff may bring a civil action on behalf of the residents of the State of Florida in an appropriate district court of the United States to enforce the consumer protection provisions of the Interstate Transportation

Code that apply to individual shippers and are related to the delivery and transportation of household goods by a household goods motor carrier subject to jurisdiction under subchapter I of Chapter 135 of the I.T.C.<sup>5</sup>

20. Section 14711 also enables the Plaintiff to seek civil penalties authorized under the Interstate Transportation Code whenever the Plaintiff has reason to believe that the interests of the residents of the State of Florida have been or are being threatened or adversely affected by a carrier providing transportation.<sup>6</sup>

21. The Attorney General conducted an investigation of the matters alleged herein and determined that this enforcement action serves the public interest, as set forth in Section 501.207(2), Florida Statutes.

22. The Attorney General has reason to believe that the interests of the residents of the State have been or are being threatened or adversely affected by the Defendants, who are motor carriers or brokers providing transportation subject to jurisdiction under subchapters I or III of Chapter 135 of the Interstate Transportation Code and are engaged in household goods transportation that violates the I.T.C. and/or the FMCSA Regulations issued thereunder. The

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<sup>5</sup> As used in this Complaint, the term “individual shipper” shall have the same meaning as contained within Section 13102(13) of the I.T.C., and shall mean any person who— (A) is the shipper, consignor, or consignee of a household goods shipment; (B) is identified as the shipper, consignor, or consignee on the face of the bill of lading; (C) owns the goods being transported; and (D) pays his or her own tariff transportation charges.

<sup>6</sup> Under the I.T.C., the term “carrier” is defined to include a “motor carrier,” which is further defined to mean any “person” who provides motor vehicle transportation for compensation. (See §§13102 (3) and (14) of the I.T.C.). As used within the I.T.C., the words “person” and “whoever” include corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals. (See §13102(18) of the I.T.C. and Title 1 U.S.C. §1). Accordingly, Defendant VAKNIN and each of the Corporate Defendants are “carriers” under the I.T.C., and subject to the civil penalty provisions contained within Chapter 149, thereunder.



Plaintiff has complied with the notice and consent requirements set forth in Section 14711(b) of the I.T.C.

### **THE DEFENDANTS**

23. Defendant US MOVING is an active, for profit corporation that was formed by Defendant VAKNIN on or about August 6, 2008. Defendant US Moving currently has its registered principal office located at 18350 NW 2<sup>nd</sup> Avenue, #318, N Miami, Florida 33169, an address it shares with Defendants SAFEWAY and SPARTAN MOVING. At various times, Defendant US MOVING also shared several other purported business addresses with the other Corporate Defendants. Since its inception, Defendant VAKNIN has been the only officer (president) of US MOVING registered with the Florida Department of State, Division of Corporations (“FDOS”).

24. Defendant SAFEWAY is an active, for profit corporation that was formed on or about June 25, 2015, with its current, registered principal office located at 18350 NW 2<sup>nd</sup> Avenue, #318, N Miami, Florida 33169. Since at least on or about May 11, 2016, Defendant VAKNIN has been registered with the FDOS as the sole officer (president) of SAFEWAY. Upon obtaining control over Defendant SAFEWAY, Defendant VAKNIN operated this entity as part of the Moving Enterprise. On or about May 13, 2016, Defendant VAKNIN established a merchant processing account in the name of Defendant SAFEWAY, listing a mail drop address in Miami, Florida as the company’s “legal address” for receiving customer chargeback requests. That address (1560 NE 205 Ter, Unit 305, Miami, FL) was also listed as the purported “Principal Place of Business” for US MOVING on its 2016 Annual Report filed by VAKNIN with the FDOS.

25. Defendant SPARTAN MOVING is an active, for profit corporation that was formed on or about March 3, 2016. Since its inception, SPARTAN MOVING has shared common

offices (located at 383 NE 2<sup>nd</sup> Ave, Hallandale Beach) with Defendant US MOVING. Currently, Defendants SPARTAN MOVING, US MOVING and SAFEWAY each have their registered principal office located at 18350 NW 2<sup>nd</sup> Avenue, #318, N Miami, Florida 33169. Since at least on or about August 30, 2016, Defendant VAKNIN has been the only registered officer (president) of SPARTAN MOVING, which he operates as part of the Moving Enterprise.

26. Defendant VAKNIN is a natural person and is registered with the FDOS, as the only officer (president) of the Corporate Defendants. Defendant VAKNIN has represented himself to be the “owner” of Defendant SAFEWAY since at least May 2016. On or about April 9, 2018, VAKNIN filed annual reports with the FDOS on behalf of each of the Corporate Defendants listing himself as “Owner.”

27. As an owner, officer and/or principal of Defendants US MOVING, SAFEWAY and SPARTAN MOVING, Defendant VAKNIN, at all times material to the allegations in this Complaint, participated in, controlled and/or possessed the authority to control the acts and practices of the Corporate Defendants, and possessed actual and/or constructive knowledge of all material acts and practices complained of herein.

28. The Corporate Defendants, at various times material hereto, have acted in numerous instances as interstate “household goods motor carriers,” as defined by Section 13102 (12) of the I.T.C. and Section 375.103 of the Regulations (see paragraphs 43 through 53, below).<sup>7</sup> In numerous other instances, the Defendants have acted as intrastate “movers” as defined in Section 507.01(9) of the F.M.A. (see paragraph 54 through 59, below).

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<sup>7</sup> Section 375.103 of the Regulations (and Section 13102 (12) of the I.T.C.) generally define a “household goods motor carrier” as a motor carrier that, in the ordinary course of its business of providing transportation of household goods, offers some or all of the following additional services: (1) binding and nonbinding estimates; (2) inventorying; (3) protective packing and unpacking of individual items at personal residences; (4) loading and unloading at personal residences.

29. At all times while acting as an intrastate “mover” in connection with the transportation or shipment of household goods originating and terminating in the State of Florida, the Defendants were required to comply with the Florida Moving Act.

30. At all times while acting as “household goods motor carriers” in connection with the transportation or shipment of household goods that cross state boundaries or involve more than one state, the Defendants were “carriers” subject to jurisdiction under subchapter I of Chapter 135 of the I.T.C. and FMCSA Regulations, and were required (under Section 375.101 of the Regulations) to follow all FMCSA Regulations as set forth in Title 49 C.F.R., Subtitle B, Chapter III, Subchapter B, Part 375.

31. The Defendants, at all times material hereto, have solicited “consumers” within the definition of Section 501.203(7) of FDUTPA. Those persons who used the Defendants’ Moving Services as part of a household move were “shippers” or “individual shippers” within the meaning of the Florida Moving Act (Section 507.01(12)) and/or the I.T.C. (Section 13102(13)), as well as being “consumers” under FDUTPA.

32. The Defendants, at all times material hereto, have engaged in a “trade or commerce” within the definition of Section 501.203(8), Florida Statutes.

33. The Defendants, at all times material hereto, have advertised, offered, solicited or provided Moving Services to consumers, which constitute “goods, services or property” within the meaning of Section 501.203(8), Florida Statutes, in Florida and elsewhere throughout the United States.

**ROLE OF CORPORATE DEFENDANTS AS A COMMON ENTERPRISE**

34. Beginning on an unknown date, but by at least January 2014, Defendant VAKNIN began engaging in certain violative acts and practices in connection with the offer and sale of Moving Services to consumers through Defendant US MOVING, as further alleged herein.

35. Beginning on an unknown date, but by at least in or about May 2016, Defendant VAKNIN began operating Defendants US MOVING and SAFEWAY as a “common enterprise” while engaging in the acts and practices alleged herein. Defendant VAKNIN caused Defendant SPARTAN MOVING to join this common enterprise (referred to herein as the “Enterprise or “Moving Enterprise”) by at least in or about August 2016. The Moving Enterprise is a common enterprise that constitutes an ongoing organization that functions as a continuing unit for the principal purpose of generating proceeds to unjustly enrich Defendant VAKNIN.

36. Defendant VAKNIN operates the Moving Enterprise through these interrelated companies that have common ownership, officers, employees, business functions, marketing activities and office locations.

37. Indeed, the Corporate Defendants exist to participate in the same types of unlawful acts and practices, offering the same purported Moving Services to consumers in Florida and elsewhere throughout the United States. These entities have the same business model, provide the same purported services to consumers, commingle funds and share other resources such as office space, corporate systems, email extensions, mailing addresses, employees, advertising and marketing methods and materials.

38. For example, the Enterprise solicits consumers using numerous websites that are substantially similar in content and design. In some cases, identical pictures and substantially similar (paraphrased) content appear on the websites for Defendants US MOVING, SAFEWAY

and SPARTAN MOVING, and several of their related, registered fictitious name, including, but not limited to Apex Moving. The Moving Enterprise has utilized such websites to solicit consumers on various dates since as early as May 2016, including, but not limited the following websites, which Plaintiff memorialized on or about the following dates, to wit: [www.usmovingsvc.com](http://www.usmovingsvc.com) (April 19, 2017); [www.safewaymovingandstorage.net](http://www.safewaymovingandstorage.net) (April 19, 2017); [www.apexmoving.org](http://www.apexmoving.org) (May 9, 2018); [www.apexmovingandstorage.info](http://www.apexmovingandstorage.info) (October 9, 2017); [www.spartanvanline.com](http://www.spartanvanline.com) (October 2, 2017); [www.spartanmovingsystem.com](http://www.spartanmovingsystem.com) (August 16, 2017); [www.prodigymoverschatnow.com](http://www.prodigymoverschatnow.com) (January 22, 2019); and [www.prodigymovingandstorage.net](http://www.prodigymovingandstorage.net) (February 5, 2019).

39. In addition, at various times material hereto, Defendant VAKNIN has operated the Corporate Defendants under the same names or substantially similar fictitious names (or names derived therefrom). For example:

- Defendant VAKNIN operated US MOVING under the fictitious name “Safeway Moving & Storage” from at least December 29, 2015 to August 16, 2017, while also operating Defendant SAFEWAY under the name “Safeway Moving & Storage Inc.” from at least about May 2016 until at least July 2017;
- Defendants US MOVING and SAFEWAY have operated under the names “Apex Moving” and “Apex Moving & Storage,” respectively, since at least in or about May 2017;
- Defendant US MOVING has operated under the names “Spartan Moving” and “Spartan Van Lines” since about August 2016 and January 2018, respectively, while Defendant SAFEWAY has operated using the names “Spartan Moving System Inc” and/or “Spartan Van Lines” since at least August 2016;”
- Defendant VAKNIN, on or about January 5, 2018, filed applications with the FDOS on behalf of Defendants US MOVING and SAFEWAY, respectively, to register under the fictitious names “Up Line Moving” and “Upline Moving;”
- Defendant VAKNIN, on or about September 7, 2018, filed separate applications with the FDOS on behalf of Defendants US MOVING and SAFEWAY, to enable each company to operate under the same fictitious name, “Prodigy Moving & Storage.”

40. The Defendants have also commingled consumers' monies between several of the Corporate Defendants' accounts. For example, consumers' funds deposited into at least two separate accounts opened by Defendant SPARTAN MOVING, were subsequently transferred to Defendant US MOVING. Defendant VAKNIN also opened at least one bank account for US MOVING under the name of the corporation and its various overlapping fictitious names, thereby enabling consumers' funds received by virtually any of the Corporate Defendants (under their similar fictitious names) to be deposited therein.

41. In some instances, the Moving Enterprise provides a binding estimate under one of the Corporate Defendant's name and DOT #, yet a different Corporate Defendant (with a different DOT # but using a similar fictitious name) shows up to conduct the move, and/or provides a revised written estimate to the consumer. For example, consumer CB was given a "binding estimate" from Defendant SAFEWAY (DOT # 2780116) to perform an interstate move from Florida to Arizona on about February 4, 2017, but Defendant US MOVING using the name "Safe Way Moving" (DOT #1833493) arrived for the move and provided the Interstate Bill of Lading Contract and Order For Service.

42. As members of a common enterprise, each of the Corporate Defendants is jointly and severally liable for the acts and practices of the common enterprise alleged herein.

## **INTERSTATE TRANSPORTATION OF HOUSEHOLD GOODS**

### **A. Transportation of Household Goods (Part 375)**

43. Title 49 C.F.R., Subtitle B, Chapter III, Subchapter B, Part 375 sets forth the FMCSA Regulations relating to the Transportation of Household Goods in Interstate Commerce by household goods motor carriers, and related consumer protection regulations. Section 375.101 specifically provides that a household goods motor carrier engaged in the interstate transportation

of household goods must follow all of the regulations set forth in Part 375.<sup>8</sup>

44. Section 375.401(a) of the Regulations (and Section 14104(b) of the I.T.C.) requires that the household motor carrier conduct a physical survey of the household goods to be transported and provide the prospective individual shipper with a written estimate, based on the physical survey, of the charges for the transportation of the household goods and all related services. This Section provides the following two exceptions to the requirement to conduct a physical survey:

- (1) If the household goods are located beyond a 50-mile radius of the location of the household goods motor carrier's agent preparing the estimate, the requirement to base the estimate on a physical survey does not apply.
- (2) An individual shipper may elect to waive the physical survey, provided that the waiver agreement is in writing; it is signed by the shipper before the shipment is loaded; and the household goods motor carrier retains a copy of the waiver agreement as an addendum to the bill of lading.

45. Before executing an order for service for a shipment of household goods for an individual shipper, Section 375.401(b) of the Regulations (and Section 14104(b)(1)(C) of the I.T.C.) requires that the household goods motor carrier provide the shipper with a written estimate of the total charges for the transportation and all related services (including accessorial services such as elevators, long carries, etc.) and indicate whether it is a binding or a non-binding estimate. Both the household goods motor carrier and the shipper must sign the estimate of charges, and a dated copy of the estimate of charges must be provided to the shipper at the time it is signed.

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<sup>8</sup> The term "transportation" is defined in §13102 (23) of the I.T.C. to include:

- (A) a motor vehicle, vessel, warehouse, wharf, pier, dock, yard, property, facility, instrumentality, or equipment of any kind related to the movement of passengers or property, or both, regardless of ownership or an agreement concerning use; and
- (B) services related to that movement, including arranging for, receipt, delivery, elevation, transfer in transit, refrigeration, icing, ventilation, storage, handling, packing, unpacking, and interchange of passengers and property.

Thereafter, Section 375.401(i) provides that the estimate of charges may only be amended upon mutual agreement of the parties before loading a household goods shipment.

### **Use of Binding Estimates**

46. Section 375.403 of the Regulations requires that a “binding estimate” clearly indicate on its face that the estimate is binding upon the household goods motor carrier and the individual shipper, and that the charges shown apply only to those services specifically identified in the estimate.

47. If it appears an individual shipper has tendered additional household goods or requires additional services not identified in the binding estimate, and an agreement as to those additional goods or services cannot be reached, Section 375.403(6) provides that the motor carrier is not required to service the shipment. However, if the motor carrier does service the shipment, before loading the shipment the motor carrier must either: (1) do one of the following three things: (i) reaffirm the prior binding estimate; (ii) negotiate a revised written binding estimate accurately listing, in detail, the additional household goods or services; or (iii) agree with the individual shipper, in writing, that they will both consider the original binding estimate as a non-binding estimate subject to Section 375.405 of the Regulations. *Id.*<sup>9</sup>

48. A household goods motor carrier is required to relinquish possession of a shipment of household goods upon the individual shipper's offer to pay the binding estimate amount (plus charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for “impracticable operations” not to exceed 15 percent of all other

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<sup>9</sup> Once the motor carrier loads a shipment, failure to execute a new binding estimate or a non-binding estimate signifies they have reaffirmed the original binding estimate, and the motor carrier may not collect more than the amount of the original binding estimate, except as specifically provided in Section 375.403(a)(8) and (9). (§375.403(7)).



charges due at delivery).<sup>10</sup> *Id.* The failure to relinquish such household goods under these circumstances constitutes a failure to transport with “reasonable dispatch” under 375.403(a)(10), and a violation of the I.T.C. (Section 13707(b)(3))<sup>11</sup> and FMCSA Regulations (Sections 375.403(7) and/or 375.703(a))<sup>12</sup>

### **Use of Non-Binding Estimates**

49. If a “binding” written estimate is not provided to an individual shipper, Section 375.405(a) of the Regulations requires that the household goods motor carrier provide the shipper with a “non-binding” written estimate. The “non-binding” estimate must be “reasonably accurate,” provided without charge, based on the estimated weight or volume of the shipment and services required (and the physical survey of the household goods if required), and clearly describe the entire shipment and all services being provided. *Id.*, at Section 375.405(b).

50. Once a shipment of household goods is loaded, Section 375.405(8) provides that a household goods motor carrier may not collect at delivery more than 110 percent of the amount of

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<sup>10</sup> “Impracticable operations” are defined within the carrier’s tariff and generally refer to services required when operating conditions make it physically impossible for the carrier to perform pickup or delivery with its normally assigned road-haul equipment.

<sup>11</sup> Section 13707(b)(3) of the I.T.C. provides, in pertinent part, that: “**(A)In general.**—A carrier providing transportation of a shipment of household goods shall give up possession of the household goods being transported at the destination upon payment of— (i) 100 percent of the charges contained in a binding estimate provided by the carrier; [or] (ii) not more than 110 percent of the charges contained in a nonbinding estimate provided by the carrier; ...” Pursuant to Section 13707(b)(3)(D), the carrier may also collect at delivery charges for “impracticable operations” not to exceed 15 percent of all other charges due at delivery.

<sup>12</sup> Section 375.703(a) of the FMCSA Regulations provides that, with respect to a binding estimate, the maximum amount that a household goods motor carrier may collect-on-delivery is “the exact estimate of the charges, plus charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for impracticable operations as defined in [the carrier’s] tariff. The maximum amount of charges for impracticable operations [the carrier] may collect on delivery is an amount equal to 15 percent of all other charges due at delivery.”

the original non-binding estimate at destination, except as provided in Section 375.405(b)(9) and (10), relating to “impracticable operations” not to exceed 15 percent of all other charges due at delivery.<sup>13</sup>

51. The failure of a household goods motor carrier to relinquish possession of a shipment upon the individual shipper's payment (or offer to pay) up to 110 percent of the approximate costs of a non-binding estimate (plus charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for “impracticable operations” not to exceed 15 percent of all other charges due at delivery) constitutes a failure to transport with “reasonable dispatch” under Section 375.407(b), and a violation of the I.T.C. (Section 13707(b)(3)) and FMCSA Regulations (Sections 375.405(8), 375.407(a) and/or 375.703(b)).

52. Section 375.603 of the Regulations provides that the household goods motor carrier must tender a shipment for delivery for an individual consumer on the agreed delivery date or within the period specified on the bill of lading. Section 375.605 sets forth a carrier's duty to notify the individual shipper when the carrier is unable to perform either the pickup or delivery of a shipment on the dates or during the periods specified in the order for service.

53. Pursuant to Section 375.901, the penalty provisions of 49 U.S.C. Chapter 149 apply to this part. Section 14911 of the I.T.C. further provides that: "An act or omission that would be a violation of this part if committed by a director, officer, receiver, trustee, lessee, agent, or

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<sup>13</sup> As with a binding estimate, Section 375.405(8) provides that, once a motor carrier loads a shipment, failure to execute a new non-binding estimate (when an individual shipper tenders additional household goods or requires additional services not identified in the original non-binding estimate), signifies the motor carrier have reaffirmed the original non-binding estimate; the motor carrier may not collect more than 110 percent of the amount of the original non-binding estimate at destination, except as provided in Sections 375.405 (b)(9) and (10).

employee of a carrier providing transportation or service subject to jurisdiction under chapter 135 that is a corporation is also a violation of this part by that corporation. The penalties of this chapter apply to that violation. When acting in the scope of their employment, the actions and omissions of individuals acting for or employed by that carrier are considered to be the actions and omissions of that carrier as well as that individual.”<sup>14</sup>

### **FLORIDA HOUSEHOLD MOVING SERVICES ACT**

54. The Florida Moving Act sets forth the law in Florida governing the loading, transportation or shipment, unloading, and affiliated storage of household goods as part of household moves.<sup>15</sup> Section 507.01(9) of the F.M.A. defines a “mover” as a person who, for compensation, contracts for or engages in the loading, transportation or shipment, or unloading of household goods as part of a household move.

55. The Florida Moving Act also requires that before providing any moving or accessorial services, a contract and estimate must be provided to a prospective shipper in writing, must be signed and dated by the shipper and the mover, and must include, among other things, “an itemized breakdown and description and total of all costs and services for loading,

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<sup>14</sup> Likewise, Section 13907 of the I.T.C. provides that: “Each motor carrier providing transportation of household goods shall be responsible for all acts or omissions of any of its agents which relate to the performance of household goods transportation services (including accessorial or terminal services) and which are within the actual or apparent authority of the agent from the carrier or which are ratified by the carrier.”

<sup>15</sup> The term “household move” or “move” is defined in Section 507.01(8) of the Florida Moving Act as “the loading of household goods into a vehicle, moving container, or other mode of transportation or shipment; the transportation or shipment of those household goods; and the unloading of those household goods, when the transportation or shipment originates and terminates at one of the following ultimate locations... :

- (a) From one dwelling to another dwelling;
- (b) From a dwelling to a storehouse or warehouse that is owned or rented by the shipper or the shipper’s agents; or
- (c) From a storehouse or warehouse that is owned or rented by the shipper or the shipper’s agent to a dwelling.”

transportation or shipment, unloading and accessorial services to be provided during a household move or storage of household goods.” (See §507.05(5) of the F.M.A.)

56. Section 507.05(5) of the F.M.A. further requires that the contract and estimate must clearly and conspicuously disclose to the shipper the acceptable forms of payment, and requires that a mover accept a minimum of two of the three following forms of payment: (a) cash, cashier’s check, money order, or traveler’s check; (b) valid personal check, showing upon its face the name and address of the shipper or authorized representative; or (c) valid credit card, which shall include, but not be limited to, Visa or MasterCard.

57. Pursuant to Section 507.06 (1), “[a] mover must relinquish household goods to a shipper and place the goods inside a shipper’s dwelling...., unless the shipper has not tendered payment in the amount specified in a written contact or estimate signed and dated by the shipper.” Nor may a mover refuse to relinquish prescription medicines and goods for use by children, including children’s furniture, clothing, or toys, under any circumstances. [*Id.*].

58. Likewise, pursuant to Section 507.06(2), “[a] mover may not refuse to relinquish household goods to a shipper or fail to place the goods inside a shipper’s dwelling..., based on the mover’s refusal to accept an acceptable form of payment.”

59. The Florida Moving Act, Section 507.07, expressly provides, among other things, that:

“**Violations.**-- It is a violation of this chapter to: ...

- (3) Misrepresent or deceptively represent:
  - a. The contract for services, bill of lading, or inventory of household goods for the move estimated.
  - b. The timeframe or schedule for delivery or storage of household good estimated.
  - c. The price, size, nature, extent, qualities, or characteristic of accessorial or moving services offered.
  - d. The nature or extent of other goods, services, or amenities offered.

e. A shipper’s rights, privileges, or benefits.

(4) Fail to honor and comply with all provisions of the contract for services or bill of lading regarding the purchaser’s rights, benefits, and privileges thereunder.

(5) Withhold delivery of household goods or in any way hold goods in storage against the express wishes of the shipper if payment has been made as delineated in the estimate or contract for services.

\* \* \* \* \*

(6) a. Include in any contract any provision purporting to waive or limit any right or benefit provided to shippers under this chapter.

b. Seek or solicit a waiver or acceptance of limitation from a shipper concerning rights or benefits provided under this chapter.

\* \* \* \* \*

d. Commit any other act of fraud, misrepresentation, or failure to disclose a material fact.

**STATEMENT OF FACTS AND THE DEFENDANTS’ COURSE OF CONDUCT**

**Marketing Activities**

60. Beginning on an unknown date, but by at least in or about January 2014, Defendants VAKNIN and US MOVING began to engage in deceptive and/or unfair acts and practices in connection with the offer and sale of Moving Services to consumers through Defendant US MOVING.

61. Beginning on an unknown date, but by at least in or about May 2016, Defendant VAKNIN began operating Defendants US MOVING and SAFEWAY through a common enterprise (the Moving Enterprise) while engaging in the deceptive and unfair acts and practices alleged herein. By at least in or about August 2016, Defendant VAKNIN also began operating Defendant SPARTAN MOVING as part of the Moving Enterprise.

62. The Defendants have deceptively solicited and continue to deceptively solicit consumers to purchase the Enterprise's Moving Services, by making materially false or misleading representations to these shippers and potential shippers. In that regard, Defendant VAKNIN through the individual Corporate Defendants have utilized various marketing methods to advertise the Enterprise's Moving Services to consumers, including but not limited to, Internet websites, social media and telemarketing. In connection with these solicitations, the Defendants have, among other things, deceptively promised (expressly and by implication) to provide honest, reliable and professional moving services to consumers in Florida and elsewhere throughout the United States.

63. For example, the Defendants' marketing materials repeatedly represent to consumers that Defendants' Moving Services will be provided by highly trained, professional movers who will transport the consumers' household goods with the utmost care. In reality, the Defendants often employ unskilled and untrained laborers who regularly damage, destroy and/or steal the consumers' property as reported by numerous consumers, including, for example:

<u>Consumer</u>	<u>Location of Move</u>	<u>Approximate Date</u>	<u>Corporate Defendant</u>
JS	GA-FL	12/10/2014	US MOVING (dba Safeway)
SM	FL	3/19/2015	US MOVING (dba Safeway)
JM	GA-MA	3/29/2015	US MOVING (dba Safeway)
JR	GA-FL	3/3/2017	US MOVING (dba Safeway)
CB	GA-ME	6/20/2016	SAFEWAY
AC	WI-VA	9/3/2016	SAFEWAY
GM	PA	August 2017	SAFEWAY (dba Apex M&S)
VH	NY-SC	11/03/2017	SAFEWAY (dba Apex M&S)
CB-2	IL	12/7/2018	SAFEWAY(dba Prodigy M&S)
SG	FL-IN	6/7/2017	SPARTAN MOVING

64. During various time periods described below, Defendant VAKNIN, while operating through the Moving Enterprise, has utilized several, purportedly independent, websites

(and various forms of social media, including Facebook and Twitter) to deceptively solicit consumers to purchase Moving Services from the Corporate Defendants. For example, the following websites were used by Defendant VAKNIN and the Enterprise to deceptively solicit consumers during various time periods set forth below:

<u>Website address</u>	<u>Approximate Dates Utilized</u>
www.usmovingsvc.com	May 2016 to December 2018 <sup>16</sup>
www.safewaymovingandstorage.net	May 2016 to December 2018
www.apexmoving.org	February 2018 to August 2018
www.apexmovingandstorage.info	April 2017 to December 2018
www.spartanvanline.com	August 2017 to August 2018
www.spartanmovingsystem.com	August 2016 to August 2018
www.prodigymoverschatnow.com	January 2019 to March 2019
www.prodigymovingandstorage.net:	February 2019

65. In numerous instances, the Defendants’ websites (and other advertisements) fail to disclose the actual physical location of the Enterprise’s operations. In fact, many of these websites do not provide any address whatsoever for the entity being promoted, including but not limited to the website VANKIN utilizes to promote Defendant US MOVING (www.usmovingsvc.com). Likewise, in numerous instances the contracts and/or estimates provided to consumers by the Corporate Defendants do not contain an actual physical address where the Enterprise’s employees are available during normal business hours (as required under Section 507.05(a) of the F.M.A.); instead, the Corporate Defendants’ paperwork and other communications provided to consumers often only reflect an address associated with a mail drop or virtual office, including the following examples:

<u>Purported Location</u>	<u>Corporate Defendant</u>	<u>Consumer (Approximate date)</u>
3525 Piedmont Rd., 3 <sup>rd</sup> Floor Atlanta, GA 30305	SAFEWAY (dba Apex)	ED (7/19/2017)

<sup>16</sup> Defendant VAKNIN began utilizing this website to deceptively solicit consumers through Defendant US MOVING by at least in or about January 2014, before the Enterprise was formed in about May 2016.

100 South 4 <sup>th</sup> St, Ste 550, St. Louis, Mo 63102	SAFEWAY (dba Apex)	VH	(10/30/2017)
232 Market Street Flowood, Mississippi 39232	SPARTAN MOVING	JB	(2/9/2018)
196 W Ashland Street Doylestown, PA 18901	SPARTAN MOVING	DS	(8/1/2018)

66. Likewise, although several of the Defendants' websites claim that the underlying entity owns (or possesses) a large, "climate-controlled" storage facility, the location of that purported facility (where consumers' hostage goods are presumably taken) is not revealed; nor do the Defendants disclose this information on their contract(s) and estimate(s) provided to consumers in connection with their moves (as required under Section 507.05(4) of the F.M.A.).<sup>17</sup>

67. In addition, several of the websites used by Defendants VANKIN, US MOVING and SAFEWAY (including [usmovingsvc.com](http://usmovingsvc.com), [safewaymovingandstorage.net](http://safewaymovingandstorage.net), and [apexmoving.org](http://apexmoving.org)) do not disclose the entities' assigned DOT number(s), which is required to be displayed on all advertisements under FMCSA Regulations. (§375.207(b)).

68. The Defendants also promote their Moving Services using various fictitious (trade) names that are substantially similar to the names used by other, long established interstate motor

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<sup>17</sup> For example, the websites associated with Defendant US MOVING ([www.usmovingsvc.com](http://www.usmovingsvc.com)) and its d/b/a, Apex Moving ([www.apexmoving.org](http://www.apexmoving.org)), each claim their company owns a 10,000 square foot, "climate-controlled" facility; but neither website contains any street address, whatsoever, that is associated with these purportedly independent companies. Likewise, the website for Defendant SAFEWAY ([www.safewaymovingandstorage.net](http://www.safewaymovingandstorage.net)) indicates the company utilizes a 20,000 square foot (climate-controlled) storage facility, but again, no specific address is disclosed. The website for SAFEWAY's d/b/a, Prodigy Moving and Storage ([www.prodigymoverschatnow.com](http://www.prodigymoverschatnow.com)) claims the company has a "25,000 square foot climate controlled" storage facility, but again, no actual address is disclosed. In fact, there is no warehouse or other large storage facility located at any address reflected in any of the Defendants' above-listed websites, public filings, contracts for services or estimates provided to consumers. As a result, consumers are unable to determine the location of their household goods while their property is held hostage by the Defendants.



carriers, such as Upline Moving (located in Hayward, California), Spartan Moving Systems, Inc. (located in Santa Clara, California), Apex Moving & Storage (located in Puyallup, Washington) and Prodigy Moving and Storage (located in Santa Monica, California). As indicated above, the Defendants fail to provide any address on many of their websites, including usmovingsvc.com; apexmoving.org; spartanvanline.com; spartanmovingsystem.com; and prodigymoverschatnow.com.

69. Likewise, several of the Defendants' websites contain misleading information regarding the structure and size of the Enterprise's operations, including the number of trucks purportedly owned by the Corporate Defendants. For example, the website for Defendants US MOVING (www.usmovingsvc.com) and SAFEWAY d/b/a, Apex Moving and Storage (www.apexmovingandstorage.info) each misrepresent that their company has a "fleet of 20 trucks." In fact, the Corporate Defendants did not own such a "fleet of trucks," but instead, rented trucks (under term or trip leases) or subcontracted the moves to other third-party carriers as needed.

70. Indeed, numerous consumers have reported that the Defendants' agents arrived to pick up and/or deliver their household goods using unmarked or obviously rented vehicles (such as from U-Haul, Penske, Enterprise or Budget truck rental), including for example:

<u>Consumer</u>	<u>Location of Move</u>	<u>Approximate Date</u>	<u>Corporate Defendant</u>
SM	FL	3/19/2015	US MOVING (dba Safeway)
LF	VA-FL	1/23/2016	US MOVING (dba Safeway)
AC	WI-VA	9/03/2016	SAFEWAY
ES	FL-IL	7/31/2016	SAFEWAY
PE	SC-FL	6/03/2017	SAFEWAY
VH	NY-SC	11/03/2017	SAFEWAY (dba Apex M&S)
JS-2	CA-SC	1/05/2018	SPARTAN MOVING
DM	FL-WV	3/09/2017	SPARTAN MOVING
OP	IL-FL	6/03/2017	SPARTAN MOVING
AR	MI-FL	6/9/2018	SPARTAN MOVING
HW	MO	12/29/2017	SPARTAN MOVING

71. In many instances, consumers are led to believe that their household goods will be loaded onto trucks owned by the Moving Enterprise and immediately transported to the consumers' new dwelling by the Defendants' highly trained, professional staff. In numerous instances, however, after the Defendants or their agents load the consumer's household goods onto a moving truck, those goods are not then immediately transported to the consumer's new dwelling. Instead, the Defendants or their agents often unload the consumer's goods at an undisclosed storage facility, and then store those goods until they can be combined (for the Enterprise's convenience) with the household goods of other consumers who are moving to the same geographic region or vicinity. These practices, which are not disclosed on Defendants' websites or otherwise, have caused numerous consumers to sustain substantial damage to or loss of their property and/or delays in transporting and delivering such household goods, including, for example, to the consumers listed below:

<u>Consumer</u>	<u>Location of Move</u>	<u>Approximate Date</u>	<u>Corporate Defendant</u>
MD	MI-WA	6/5/2014	US MOVING (dba Safeway)
SP	PA-CA	11/14/2014	US MOVING (dba Safeway)
AC-2	GA	6/9/2015	US MOVING (dba Safeway)
SB	PA	5/1/2016	SAFEWAY
CB-3	FL-AZ	2/14/2017	SAFEWAY & US MOVING
PE	SC-FL	6/3/2017	SAFEWAY
JP	MD-FL	11/6/2018	SAFEWAY (dba Prodigy M&S)
LL	GA	12/12/2018	SAFEWAY (dba Prodigy M&S)
NB	SC-CT	12/12/2016	SPARTAN MOVING
DM	FL-WV	3/9/2017	SPARTAN MOVING
HW	MO	12/29/2017	SPARTAN MOVING

72. Likewise, the Corporate Defendants fail to clearly and conspicuously disclose, on their websites or otherwise, that the Moving Enterprise often utilizes third party contractors, whose workers are not interviewed, trained, screened or supervised by the Defendants. In fact, in an email advertisement sent to a potential consumer (VH) on or about June 21, 2017, Defendant SAFEWAY (d/b/a Apex Moving & Storage) claimed that the company: had operated for "10

years”; was “the ACTUAL CARRIER” who serviced the moves directly; did “...NOT BROKER OR SUBCONTRACT” the move, nor did it use “DAY LABORERS OR CONTRACTORS.” (emphasis original). As indicated above, the representations concerning SAFEWAY’s operating history were false and misleading, as was the denial that Defendant SAFEWAY used “day laborers” or “contractors.”

73. In fact, numerous consumers have reported that, after contracting for a move with one of the Corporate Defendants, a completely different company ends up arriving to pick up or deliver the consumers household goods, including for example: SAFEWAY consumer (KS); and SPARTAN MOVING consumer (JS-2). Likewise, during the period from in or about December 2012 to February 2017, Defendant VAKNIN wrote numerous checks to nearly four dozen different third-party carriers from Defendant US MOVING’s bank account at JP Morgan Chase Bank.

74. In addition, each of the Corporate Defendants’ websites contain false and/or misleading representations and promises regarding the nature of the Moving Services being provided and the risks associated with using their services. The Defendants’ websites stress the extraordinary care and quality of the Moving Services their agents will provide but fail to disclose the substantial risk of loss and damage to property that the consumer will likely face by utilizing the Defendants’ services. For example, the website associated with Defendant US Moving ([www.usmovingsvc.com](http://www.usmovingsvc.com)), which was memorialized by Plaintiff on or about April 19, 2017, states:

a. Welcome to US Moving Services – FL Movers

“...With over 10 years of experience in the moving industry, **knowledgeable staff, affordable rates**, and a variety of moving services available, US Moving Services is the obvious choice for you move. **Trying to find reliable and trustworthy movers can be hard. Luckily, US Moving Services has both of those qualities.**

\* \* \* \* \*

**We treat our customers like they are a part of our family.** With 15 dedicated and **knowledgeable staff**, you can rest assure (sic) that your items will be in good hands.” (emphasis added);

b. About Us

“Established in 2005 and **with over 20 trucks in their fleet**, US Moving Services is your top choice for moving services in Florida. ...US Moving Services offers a variety of **professional moving services** which is performed by our **skilled and knowledgeable staff**. They are **trained** to take out the hassle of moving. ...” (sic) (emphasis added);<sup>18</sup>

c. Local Moves

“If you (sic) moving within Florida, US Moving Services will pack, load, and ship your goods to your new home with ease. **You can have peace of mind know (sic) your items will arrive safely**. ...” (emphasis added);

d. Packing Services

“The staff here are **trained** to know how to pack items properly. From boxes to moving blankets, we have it all.” (emphasis added);

e. Special Moving Services

“If you have **artwork or delicate antiques**, we can help you with that as well. These items need **special care and handling**. **We have the skills to take care of your delicate items** and get them to your new home with ease.” (emphasis added);

f. Moving Estimate

“Preparing for a move can be stressful. But we can help lessen your stress! We can **pack your items with care** and **make sure that they arrive** to their new destination **in pristine condition**....” (sic) (emphasis added).

g. Services

“Local Moves... We have **affordable rates** and **will be timely with both pick-up and delivery**.... We have 15 full-time employees. They have been **trained to handle your items with care**. We also have **over 20 trucks in our fleet**, so you won't have to worry about us not having enough trucks for your items....

Packing Services... We will **carefully wrap and pack** each of your belongings **with care and precision, ensuring that they arrive at your new home without any damage**....” (emphasis added).

75. Likewise, the website associated with Defendant SAFEWAY (at [www.safewaymovingandstorage.net](http://www.safewaymovingandstorage.net)), as memorialized by Plaintiff on or about April 19, 2017, contained similar representations and promises, including, among others:

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<sup>18</sup> In truth and in fact, as Defendants well knew, neither US MOVING, nor any of the other Corporate Defendants was in existence in 2005.

- a. "...At Safeway Moving, we handle each of your precious possessions as if they were our own. Our experience moving **crew has the training and the know-how** to **expertly wrap and protect** fragile items and furniture, efficiently load the truck to maximize space and **prevent damage**, and expediently transport and deliver your shipment for a **prompt and timely arrival**...." (emphasis added);
- b. "Safeway Moving & Storage is a family owned and operated company located in Orlando, Florida with **over 25 years experience** in the moving industry. Officially **established in 2001**, our team is comprised of a full time crew of professionals who work around the clock to ensure your move is completed in a timely and safe manner." (emphasis added);<sup>19</sup>
- c. "When you entrust your move with our team, we treat you like you're family."
- d. "...look no further than Safeway Moving and Storage Inc. to provide you with an **accurate** moving estimate." (emphasis added); and
- e. "**Our moving professionals can custom wrap and crate any item to make sure it get to your destination without a scratch**." (emphasis added).

76. Similarly, one of the websites used by Defendant SAFEWAY to solicit consumers under its fictitious name Apex Moving & Storage (at [www.apexmovingandstorage.info](http://www.apexmovingandstorage.info)) falsely stated the company was established in 2005, and deceptively represented that: "ABOUT US... Apex **promises to efficiently and expediently pack and ship your personal effects without damage or loss** – **no matter the distance!**" (emphasis added). This website, memorialized by Plaintiff on or about October 9, 2017, was used by Defendant VAKNIN and the Enterprise to solicit consumers from at least in or about June 2017 until at least in or about December 2018.

77. Likewise, by at least early 2019, Defendant VAKNIN and the Moving Enterprise also began using two other websites to solicit consumers to purchase Moving Services through a fictitious entity, "Prodigy Moving & Storage." On or about September 7, 2018, Defendant VAKNIN filed a Fictitious Name registration with the FDOS naming Defendant US MOVING as

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<sup>19</sup> In truth and in fact as Defendants well knew, Defendant SAFEWAY was formed on or about June 25, 2015, and had not been established and/or operating since 2001.

the owner of the fictitious name, “Prodigy Moving & Storage.” On that same day, Defendant VAKNIN also filed a separate registration with the FDOS naming Defendant SAFEWAY as the owner of the fictitious name, “Prodigy Moving & Storage.”

78. One of the websites used by VAKNIN for Prodigy Moving & Storage was located at [www.prodigymoverschatnow.com](http://www.prodigymoverschatnow.com), and appeared on the Internet (and was memorialized by Plaintiff) on or about January 22, 2019. The website listed the DOT number associated with Defendant SAFEWAY (i.e., #2780116), but did not provide any address. Furthermore, the website falsely stated: “**Since 2007**, our family owned company has been providing expert Pro relocation services to thousands of real and awesome customers from all over the country. **For more than 12 years**, we have Served proudly the US market with our Top niche moving services.” (emphasis added). In truth and in fact, as indicated above, Defendant SAFEWAY was only formed on or about June 25, 2015 and had not been a “family owned business for 12 years.”<sup>20</sup>

79. In addition, a website associated with Defendant SPARTAN MOVING ([www.spartanmovingsystem.com](http://www.spartanmovingsystem.com)) contains the same (virtually identical) misleading representations regarding the Enterprise’s Moving Services as does the website for “Spartan Van Lines” ([www.spartanvanline.com](http://www.spartanvanline.com)) (a fictitious name (d/b/a) used by both Defendants US MOVING and SPARTAN MOVING). For example, each of these websites, which were

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<sup>20</sup> Defendant VAKNIN also used another website (located at [www.prodigymovingandstorage.net](http://www.prodigymovingandstorage.net).) to solicit consumers for the Moving Enterprise, which website was memorialized by Plaintiff on or about February 5, 2019. That website also contained the DOT number for Defendant SAFEWAY, and falsely represents that Prodigy Moving & Storage is a “USA based top Mover-pro company... located in Milwaukee;” that has been in business “[s]ince 2006.” (emphasis added). The website further represents that the company’s staff has been specifically, “TRAINED [] FOR PACKING AND MOVING SERVICES”. (emphasis original). The address listed on the website for Prodigy Moving and Storage (250 E. Wisconsin, #1800) is associated with a virtual office, and not an actual physical location where Defendant SAFEWAY conducts its operations.

memorialized by Plaintiff on August 16, 2017 and October 2, 2017, respectively, states, among other things:

a. Who We Are

“Customer satisfaction is the main focus at [Spartan Moving System / Spartan Vanlines]. Let our **professional and experienced staff** handle every aspect of your relocation—from packing your delicate items, to **safely transporting** them to your new home, and finally delivering your shipment **in a timely manner**. You won’t be disappointed with our affordable and **high-quality moving services!**” (emphasis added)

b. Our Services

“Are you looking for a **reliable and professional** moving company in [Hallendale Beach, Florida/Pennsylvania]? [Spartan Moving System Inc. / Spartan Vanlines] offers a variety of affordable moving services to make sure your relocation is simple and **stress-free**. ...

Local Moves... We **carefully load** your belongings and **quickly transport** them to your new home...

Long Distance Moves... Moving long distance is stressful and complicated (sic) at [Spartan Moving System Inc. / Spartan Vanlines] we will make your long distance relocation as smooth and easy as possible. **We efficiently load the truck to prevent damage to your items** during the long trip to your new home, and deliver your shipment expediently to ease your transition....” (emphasis added)

c. About US

“**Established in 2008**, [Spartan Moving System / Spartan Vanlines] is a family owned business dedicated to making your move a breeze. Located in [Hallendale Beach, Florida / Pennsylvania], we provide a variety of **professional** moving services designed to fit your needs. (emphasis added)<sup>21</sup>

80. The Defendants’ websites each contain a separate, toll-free telephone number for consumers to call for information regarding their Moving Services. The Defendants’ Enterprise also utilizes third-party marketers or lead generators to solicit consumers and/or refer consumers to Defendants’ sales representatives. Consumers who contact the Enterprise’s agents over the

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<sup>21</sup> In truth and in fact as Defendants well knew, Defendant SPARTAN MOVING was formed on or about March 3, 2016, and had not been established and/or operating since 2008. However, Spartan Moving Systems, Inc., an unrelated motor carrier operating out of Santa Clara, California was in fact established and began operating on or about April 23, 2008.

telephone are reassured that their household goods will be moved on time with the utmost care by the Defendants' "professional," "highly trained" and/or "expert" movers at a very reasonable (and binding) price. Numerous consumers have described their interactions with the Enterprise's sales team and the similar representations and promises made to them, including for example: US MOVING consumers SP, KS-2, JM-2 (since about November 2014); SAFEWAY consumers JG, JE, GM, JP-2, and JM-3 (since about May 2016); and SPARTAN MOVING consumers CD, SG-2, HM and HH (since about August 2016).

81. In reality, many consumers who hired the Corporate Defendants to move their household goods (either intrastate within Florida or interstate) were often confronted with unskilled, day laborers who loaded and unloaded the consumers' belongings with little regard for their property. Consumers who complain about missing items or damage to their property during the moves are regularly met with rude, aggressive, threatening and even abusive language from the Defendants' agents, as described for example by SAFEWAY consumers CD-2, LK, KL; SPARTAN MOVING consumers BW, KT, AR, HM; and US MOVING consumer SP.<sup>22</sup>

82. Although the Corporate Defendants and their agents promise consumers that they will take exceptionally good care of the consumers' household goods during the (intrastate or interstate) move, as described above, they routinely do not provide such care. Moreover, in numerous instances, the Defendants do not compensate consumers for the damage and/or loss of their property (through theft or otherwise) that occurs during the move, often due to the intentional or reckless conduct of the Enterprise's agents. Despite knowing that their agents routinely damage,

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<sup>22</sup> Because VAKNIN operated the Corporate Defendants as part of a common enterprise, consumers who called to complain about moving services provided by each of the Corporate Defendants were often directed to the same "customer service" managers who were typically identified to consumers only as "Susan K," "Josh" and/or "Todd").



lose and/or steal consumers' valuable property during the moves, neither VAKNIN, nor the Corporate Defendants, disclose these material facts to customers.

83. The Defendants, implicitly or explicitly, condone their agent's misbehavior in connection with providing Moving Services. To allay consumers' fears regarding the damage or loss of property, the Defendants and their representatives often advise consumers that they will receive, at no additional charge, insurance coverage required by law (totaling up to 60 cents per pound). However, as consumers SC and ZH, for example, unfortunately learned during their moves with SAFEWAY (d/b/a Apex Moving) and SPARTAN MOVING in about January 2018 and June 2018, respectively, the Moving Enterprise does not disclose (on the Corporate Defendants' websites or otherwise) that their customers will likely need to purchase additional, supplemental insurance to protect themselves from a known and likely loss resulting from the Defendants' use of untrained, laborers who often engage in intentional or reckless malfeasance during the move.

84. In numerous instances, the consumers' expensive household goods (such as computers, flat screen televisions, electronics, appliances, expensive furniture, artwork, antiques or tools) are simply not delivered or are delivered in a severely damaged or unusable condition. These facts have been described by numerous consumers who filed complaints regarding the Enterprise since at least May 2016, including the following examples:

<u>Consumer</u>	<u>Location of Move</u>	<u>Approximate Date</u>	<u>Corporate Defendant</u>
MD-2	NY	2/8/2015	US MOVING (dba Safeway)
SB	PA	5/1/2016	SAFEWAY
SC	IL-NV	January 2018	SAFEWAY (dba Apex Moving)
CB-2	IL	12/7/2018	SAFEWAY(dba Prodigy M&S)
YA	CA-MS	9/29/2018	SAFEWAY(dba Prodigy M&S)
MC	FL	Oct. 2017	SPARTAN MOVING
HF	DE	Nov 2016	SPARTAN MOVING
OP	IL-FL	6/3/2017	SPARTAN MOVING
AR	MI-FL	6/9/2018	SPARTAN MOVING

85. The Defendants, however, often provide either no recompense or only a *de minimis* amount of compensation to consumers whose goods are lost, stolen or damaged. In essence, the Defendants permit their agents to deceptively use the statutory insurance cap provided under Florida law (limiting liability for missing or damaged items to 60 cents per pound), as a “license to steal.”

**Additional Act and Practices as “Mover” or “Household Goods Motor Carrier”**

86. In numerous instances, while acting as an intrastate “mover” or as an interstate “household goods motor carrier,” the Defendants have misstated or failed to disclose material facts to their customers, including regarding the true price, nature, extent, qualities, or characteristics of the Moving Services (including accessorial services) being offered or provided.

87. Although Defendants typically provide consumers with a written estimate for their Moving Services, the estimates often do not comply with Florida law or federal (FMCSA) regulations. For example, the estimates are not always properly signed and dated by the Defendants’ representative, nor is a dated copy of the estimate provided to the individual shipper at the time it is executed by the Defendants. Likewise, the estimates often do not properly reflect the proposed date(s) of the move; nor do they identify the physical address of the location where the goods will be held pending further transportation. Numerous consumers have complained about such acts and practices, including for example: US MOVING consumers (since about November 2014) SP, KM SAFEWAY consumers (since about May 2016) LG, MH, BB; SPARTAN MOVING consumers (since about August 2016) TG, JW, LK-2.

88. In numerous instances, during various time periods material hereto, the Corporate Defendants have provided consumers with written estimates (either “binding” or “non-binding”) that: (a) materially understated the total charges for services that were likely to be involved with

the consumer's household goods move; (b) were not properly based on a physical survey of the consumer's household goods when otherwise required; (c) were routinely ignored by the Defendants' agents at the time of the move; (d) did not clearly and conspicuously disclose the form of payment that would be required at delivery; and/or (e) contained dates or date ranges for the pickup or delivery of the consumer's household goods that the Defendants routinely ignored. Numerous consumers have complained about such acts and practices, including for example: US MOVING consumers (since at least about January 2015) KS-2; SAFEWAY consumers (since about May 2016) KE, KB, BB; PA, JE, HP/RK and AB/AS; and SPARTAN MOVING consumers (since about August 2016) AO, KW, CD, CD-3, TG-2.

89. Defendants VAKNIN'S sales agents often provide consumers with a "low ball" written estimate to induce the consumer to pay an initial deposit for the Enterprise's Moving Services. In most instances, the consumers receive a document purporting to be a "binding" estimate, and they are led to believe that this "binding estimate" will lock-in the amount the consumer will be required to pay to complete their household move. Then, in numerous instances, shortly before the scheduled pickup date, the Enterprise has a second sales agent contact the consumer under the guise of providing "quality assurance." In connection with that call, Enterprise's agent then substantially increases the price quoted for the consumer's move and issues a "revised binding estimate." At that point, many consumers have no reasonable alternative, given their impending scheduled date for their move, and thus are forced to acquiesce to the Enterprise's unexpected price hike. Numerous consumers have complained of these unfair practices, including for example: US MOVING consumer MA; SAFEWAY consumers PA, KB, BB, JE, HP/RK and AB/AS; and SPARTAN MOVING consumers AO and KW.

90. Despite having received a “binding estimate” from the Corporate Defendants, many consumers have reported that these estimates were not honored by the Defendants’ agents at the time of their move. Instead, in numerous instances (exemplified below), after Defendant VAKNIN’s agents arrived and began loading the consumers’ household goods onto a moving truck, the consumers were confronted with a significantly higher monetary demand than previously quoted to them on their “binding estimates” to obtain release of their property from the Enterprise.

91. In some instances, the Defendants’ agents demand payment from consumers for services and fees that the consumer had not previously requested, nor had they previously been disclosed. Often, the Defendants’ agents demand that the new, higher amount be paid by the consumer only in cash, although this requirement had not previously been clearly and conspicuously disclosed to the consumer. If the consumer refuses to pay the new, higher amount demanded for the move (or refused to submit to their demand for cash), the Defendants and their affiliates will often threaten to retain the consumers’ household goods and to add “storage” or other “redelivery” fees to the amount they were demanding be paid. Numerous consumers have complained about these unfair and deceptive practices, and specifically that their household goods were essentially held “hostage” by the Defendants, including for example, the following consumers:

<u>Consumer</u>	<u>Location of Move</u>	<u>Approximate Date</u>	<u>Corporate Defendant</u>
MO	MA-NY	2/8/2015	US MOVING
AS	FL	6/30/2016	US MOVING
JM	GA-MA	3/29/2015	US MOVING (dba Safeway)
CB-3	FL-AZ	2/14/2017	SAFEWAY & US MOVING
MH	NC	9/24/2017	SAFEWAY
WS	RI-FL	7/7/2016	SAFEWAY
ES	FL-IL	7/31/2016	SAFEWAY
LB	RI-PA	9/27/2016	SAFEWAY
DM-2	VA-PA	10/15/2016	SAFEWAY
KM	DE	Aug. 2017	SAFEWAY (dba Apex)
RR	MD-FL	6/19/2018	SPARTAN MOVING

DM	FL-WV	3/09/2017	SPARTAN MOVING
TF	WI-CA	8/27/2017	SPARTAN MOVING
ND	FL	10/3/2016	SPARTAN MOVING
CD	GA	6/6/2017	SPARTAN MOVING
JT-B	IL	3/27/2018	SPARTAN MOVING

92. In numerous instances during various times material hereto, the Corporate Defendants refused to relinquish possession of the consumer's goods at the time of delivery, despite attempts by the consumer to tender the full amount of the binding estimate or 110 percent of the non-binding estimate (plus other statutorily authorized charges) at the time of delivery, including, for example US MOVING consumers MO, AS, JM (since at least February 2015); and SAFEWAY consumers MH, DM-2, JS-3 and SPARTAN MOVING consumers DS, RR, NL (since at least in or about October 2016).

93. In some instances, the Enterprise's agents have refused to relinquish a consumer's household goods that included prescription medicines and/or goods for use by children, including children's furniture, clothing and toys, as reported for example by consumer HC, who moved with Defendant SAFEWAY on or about August 1, 2016.

94. In addition, the Corporate Defendants often failed to provide consumers with an accurate timeframe or schedule for pickup or delivery or storage of the household goods estimated. In numerous instances, the Enterprise's agents have arrived late to pick up the consumers' goods or have delivered the consumers' goods well beyond (sometimes weeks beyond) the promised delivery dates/ranges. Nevertheless, neither Defendant VAKNIN, nor any of the Corporate Defendants, provided these consumers with reasonable notice of those delays, nor did they provide appropriate recompense to those consumers. Numerous consumers have complained about such acts and practices, including for example: US MOVING consumers MD, AB, AC (by at least June

2014); SAFEWAY consumer PE (on about 5/25/2016); and SPARTAN MOVING consumers OP and SG (by about May 2017).

95. Hundreds of consumers have filed complaints with the Attorney General and/or other consumer protection agencies regarding the Corporate Defendants' deceptive and unfair business practices as it related to their intrastate and/or interstate Moving Services. As exemplified above, the consumers' complaints have included, but are not limited to, the following deceptive and unfair practices:

- a. the Defendants essentially use "bait-and-switch" tactics by providing consumers with one moving quote **prior** to collecting consumers' household goods and thereafter materially increasing the price shortly before the scheduled pick up date, or **after** the movers arrive and begin loading the consumers' household goods onto the Defendants' moving trucks;
- b. the Defendants hold consumers' household goods hostage **after** all or a portion of the household goods are loaded onto the moving truck and thereafter refused to release the household goods unless consumers make additional payments (often required to be paid in cash);
- c. the Defendants deliver consumers' household goods in broken or damaged condition and fail or refuse to provide recompense to the consumers;
- d. the Defendants deliver consumers' household goods with various items missing and fail or refuse to provide recompense to the consumers;
- e. the Defendants collect consumers' household goods on the contracted date (or date range), but thereafter fail to deliver the consumers' household goods and fail or refuse to provide recompense to the consumers;
- f. the Defendants collect consumers' household goods on the contracted date/date range, but thereafter deliver the household goods to the contracted final destination **after** the contracted date/date range and fail or refuse to provide recompense to the consumers;
- g. the Defendants collect consumers' household goods **after** the contracted date/date range and thereafter fail or refuse to provide recompense to the consumers;
- h. The Defendants fail to promptly notify consumers about pickup or delivery delays; and

- i. The Defendants fail or refuse to disclose to consumers the physical address of the location where the consumers' household goods are being held or were to be held.

**VAKNIN's Active Participation**

96. As indicated above, Defendant VAKNIN is the sole officer (president) for Defendants US MOVING, SAFEWAY and SPARTAN MOVING and is actively involved in the Enterprise's ongoing operations. VAKNIN is an authorized signatory (and often the only authorized signatory) on numerous bank accounts that were opened in the name of the Corporate Defendants, which accounts have been used by the Enterprise to receive funds from consumers. VAKNIN has also communicated directly with consumers seeking moving estimates through the Enterprise websites, and among other things, has utilized the same email addresses that were provided to consumers for the purpose of obtaining estimates and/or making any other inquiries regarding the Defendants' Moving Services.

97. Defendant VAKNIN also opened several merchant processing accounts that have been used by the Enterprise for receiving payments from consumers who purchased Moving Services via their credit card(s). For example, VAKNIN opened several such accounts through Paymentech, LLC and JP Morgan Chase Bank, N.A. on behalf of Defendants US MOVING, SAFEWAY and SPARTAN MOVING, and listed himself on the applications as being the "primary contact" for the account. Thus, VAKNIN would have received notice from these institutions that numerous chargebacks have been requested from consumers who complained, among other things, that their Moving Services have not been rendered or provided as described.

**NEED FOR INJUNCTIVE RELIEF**

98. The Defendants' acts and practices, as particularly described above, are likely to mislead consumers acting reasonably under the circumstances, and in fact have misled consumers throughout the State of Florida and elsewhere in direct and indirect (per se) violation of FDUTPA.

The above-described acts and practices of Defendants have injured and will likely continue to injure and prejudice the public.

99. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein in direct and indirect violation of FDUTPA, the continued activities of Defendants will result in irreparable injury to the public for which there is no adequate remedy at law.

### COUNT 1

#### **Advertising Violations by Household Goods Motor Carrier (Title 49 C.F.R. Part 375 (§375.207))**

100. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1-53, and 60 through 97 as if fully set forth hereinafter.

101. Section 375.207 of the Regulations permits a household goods motor carrier to publish and use advertisements, but requires that any such advertisements be “truthful, straightforward, and honest.” Section 375.103 defines the term “advertisement” to mean, “any communication to the public in connection with an offer or sale of any interstate household goods transportation service.” This includes written or electronic database listings [other than in a telephone directory or similar publication] of your name, address, and telephone number in an on-line database or displayed on an Internet web site.

102. The Defendants, while operating as carriers (and specifically, household goods motor carriers), have engaged in advertising, as defined in Section 375.103 of the Regulations, including on its Internet web site, which advertising includes false, dishonest and misleading representations as more fully described in paragraphs 60 through 85, above. Among other things, the Defendants have repeatedly advertised that their Moving Services were performed by “highly trained”, “professional”, or “expert” movers, when in truth and in fact, and as the Defendants well



knew, in numerous instances their Moving Services were performed by unskilled and untrained laborers who regularly damaged, destroyed or stole the consumers' property.

103. Accordingly, the Defendants have committed violations of Section 375.207 of the Regulations, and (pursuant to Section 375.901 of the Regulations) are subject to the penalty provisions of Title 49 U.S.C. Chapter 149.

104. Section 14901 (General civil penalties) provides, in pertinent part: "...(d) Protection of Household Goods Shippers.— (1) In general.— If a carrier providing transportation of household goods subject to jurisdiction under subchapter I or III of chapter 135 or a receiver or trustee of such carrier fails or refuses to comply with any regulation issued by the Secretary or the Board relating to protection of individual shippers, such carrier, receiver, or trustee is liable to the United States for a civil penalty of not less than \$1,000 for each violation and for each additional day during which the violation continues." Pursuant to the Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (Appendix B to Title 49 C.F.R. Part 386), a motor carrier of household goods that does not comply with any regulation relating to the protection of individual shippers, is liable for a minimum penalty of \$1,572 per violation.

105. Based on the violations set forth above, Defendant VAKNIN, and the Corporate Defendants operating in the Enterprise, are liable, jointly and severally, for civil penalties under Section 14901 of the I.T.C., as adjusted for inflation pursuant to Appendix B to Title 49 C.F.R. Part 386.

## COUNT 2

**Failure to Provide Proper Written Estimates  
by Household Goods Motor Carrier  
(Title 49 U.S.C. §14104(b) and C.F.R. Part 375 (§375.401))**

106. Plaintiff adopts, incorporates herein and re-alleges paragraphs 2-5, 7, 14-53, 87-88, and 96 through 97 as if fully set forth hereinafter.

107. Before executing an order for service for a shipment of household goods for an individual shipper, Section 14104(b)(1)(C) of the I.T.C., and Section 375.401 of the Regulations require a household goods motor carrier to provide the shipper with a written estimate of the total charges for the transportation and all related services (including accessorial services such as elevators, long carries, etc.). These provisions further require that the written estimate indicate whether it is a binding or a non-binding estimate, and that it be based on a physical survey of the household goods to be transported, unless: (1) the household goods are located beyond a 50-mile radius of the location of the household goods motor carrier's agent preparing the estimate; or (2) the individual shipper elects to waive the physical survey, in writing and signed by the shipper before the shipment is loaded.

108. During various time periods material hereto, the Defendants, while operating as carriers (and specifically, household goods motor carriers), have executed orders for service for a shipment of household goods for individual shippers without providing the shipper(s) with a proper, written estimate in compliance with Section 14104(b)(1)(C) of the I.T.C., and Section 375.401 of the Regulations. As described in paragraphs 87 and 88, above, in numerous instances, the Defendants have violated these provisions by, among other things, providing estimates to shippers that:

- a. were not made in a writing that was dated, signed by the Defendants' agents and the individual shipper, and copied and supplied to the individual shipper;
- b. did not include the total amount for all charges for the transportation and related (accessorial) services to be provided;

- c. were not made based on a physical survey of the household goods to be transported and without a valid exemption from the requirement that such estimates be based on said physical survey;
- d. did not clearly and conspicuously specify the form of payment the Defendants' or their agents would honor at delivery; and/or
- e. were ignored or amended by the Defendants or their agents after loading the shipment.

109. Accordingly, Defendant VAKNIN and the Corporate Defendants operating in the Enterprise have committed numerous violations of Section 14104(b)(1)(C) of the I.T.C., and Section 375.401 of the Regulations, and (pursuant to Section 375.901 of the Regulations) are liable, jointly and severally, for civil penalties under Chapter 149 of the I.T.C., including, but not limited to Section 14901 (General civil penalties), thereunder, as adjusted for inflation pursuant to Appendix B to Title 49 C.F.R. Part 386.

### COUNT 3

**Failure to Relinquish Goods  
by Household Goods Motor Carrier  
(Title 49 U.S.C. §13707(b)(3) and C.F.R. Part 375 (§§375.403(7) and 375.703(a))**

110. Plaintiff adopts, incorporates herein and re-alleges paragraphs 2-5, 7, 14-53, 92-93 and 96 through 97 as if fully set forth hereinafter.

111. In numerous instances, while operating as carriers (and specifically, household goods motor carriers), the Defendants have provided individual shippers with “binding” written estimates pursuant to Section 14104(b)(1)(C) of the I.T.C. and Section 375.401(b) of the Regulations.

112. Section 13707(b)(3) of the I.T.C. and Sections 375.403(7) and 375.703(a) of the Regulations require a household goods motor carrier to relinquish possession of a shipment of household goods upon the individual shipper's offer to pay the binding estimate amount (plus

charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for “impracticable operations” not to exceed 15 percent of all other charges due at delivery).

113. In numerous instances, during various periods material to this Complaint, the Corporate Defendants have failed to relinquish possession of a shipment of household goods to an individual shipper who offered to pay (and in some instances had paid) the binding estimate amount plus applicable charges for additional services requested by the shipper after the bill of lading has been issued and applicable charges for “impracticable operations” totaling up to 15 percent of all other charges due at delivery, including but not limited to the following examples:

<u>Consumer</u>	<u>Location of Move</u>	<u>Approximate Date</u>	<u>Corporate Defendant</u>
MO	MA-NY	2/8/2015	US MOVING
AS	FL	6/30/2016	US MOVING
MH	NC	9/24/2017	SAFEWAY
WS	RI-FL	7/7/2016	SAFEWAY
ES	FL-IL	7/31/2016	SAFEWAY
LB	RI-PA	9/27/2016	SAFEWAY
DM-2	VA-PA	10/15/2016	SAFEWAY
KM	DE	Aug. 2017	SAFEWAY (dba Apex)
RR	MD-FL	6/19/2018	SPARTAN MOVING
DM	FL-WV	3/09/2017	SPARTAN MOVING
TF	WI-CA	8/27/2017	SPARTAN MOVING
ND	FL	10/3/2016	SPARTAN MOVING
CD	GA	6/6/2017	SPARTAN MOVING
JT-B	IL	3/27/2018	SPARTAN MOVING

114. Accordingly, the Defendants have committed numerous violations of 13707(b)(3) of the I.T.C. and Sections 375.403(7) and 375.703(a) of the Regulations, and (pursuant to Section 375.901 of the Regulations) are subject to the penalty provisions of Chapter 149 of the I.T.C., including, but not limited to Section 14901 (General civil penalties) and/or Section 14915 (Penalties for failure to give up possession of household goods) set forth therein.

115. Section 14915(a)(1) of the I.T.C. provides that whoever is found holding a household goods shipment hostage is liable to the United States for a civil penalty of not less than \$10,000 for each violation. Pursuant to Appendix B to Title 49 C.F.R. Part 386, the inflation adjusted amount for such a knowing and willful violation is not less than \$15,727 for each violation.

116. Each day a carrier is found to have failed to give up possession of household goods may constitute a separate violation under Section 14915(a)(2). For purposes of this section, the term “failed to give up possession of household goods” means the knowing and willful failure, in violation of a contract, to deliver to, or unload at, the destination of a shipment of household goods that is subject to jurisdiction under subchapter I or III of chapter 135 of this title, for which charges have been estimated by the motor carrier providing transportation of such goods, and for which the shipper has tendered a payment described in clause (i), (ii), or (iii) of section 13707(b)(3)(A). (See §14915(c) of the I.T.C.).

117. Based on the violations set forth above, Defendant VAKNIN, and the Corporate Defendants operating in the Enterprise are liable, jointly and severally, for civil penalties under Sections 14901 and/or 14915 of the I.T.C., as adjusted for inflation pursuant to Appendix B to Title 49 C.F.R. Part 386.

#### **COUNT 4**

**Failure to Pick Up/Tender Shipment and Provide Notification  
by Household Goods Motor Carrier  
(Title 49 C.F.R. Part 375 (§§375.603 and 375.605))**

118. Plaintiff adopts, incorporates herein and re-alleges paragraphs 2-5, 7, 14-53, 94 and 96 through 97 as if fully set forth hereinafter.

119. Section 375.603 of the Regulations requires that a household goods motor carrier tender a shipment for delivery for an individual consumer on the agreed delivery date or within the period specified on the bill of lading. Section 375.605 provides that, when a motor carrier is unable to perform either the pickup or delivery of a shipment on the dates or during the periods specified in the order for service, as soon as the delay becomes apparent, the carrier must notify the individual shipper of the delay, at the carrier's expense, and advise the individual shipper of the dates or periods when the carrier expects to be able to pick up and/or deliver the shipment, in one of the following six ways: (1) By telephone; (2) In person; (3) Fax transmission; (4) E-mail; (5) Overnight courier; or (6) Certified mail, receipt requested.

120. During various time periods material hereto, the Corporate Defendants, while operating as carriers (and specifically, household goods motor carriers), have in numerous instances failed to tender a shipment of household goods for delivery for an individual consumer on the agreed delivery date or within the period specified on the bill of lading in violation of Section 375.603 of the Regulations, as exemplified in paragraph 94, above. In many of these instances, the Defendants knowingly and willfully failed to tender the shipment.

121. Similarly, during various time periods material hereto, the Corporate Defendants have failed to timely pick up a shipment of household goods from an individual shipper on the agreed delivery date or within the period specified in the order for service as exemplified in paragraph 94, above.

122. In many instances, when the Enterprise was unable to perform either the pickup or delivery of a shipment on the dates or during the periods specified in the order for service, the Defendants failed to promptly notify the individual shipper as soon as the delay had become

apparent, and/or advise the individual shipper of the dates or periods when they expected to be able to pick up or deliver the shipment, as set forth in Section 375.605.

123. Accordingly, the Corporate Defendants have committed numerous violations of Sections 375.603 and 375.605 of the Regulations, and (pursuant to Section 375.901 of the Regulations) are subject to the penalty provisions of Chapter 149 of the I.T.C., including, but not limited to Section 14901 (General civil penalties) and Section 14915 (Penalties for failure to give up possession of household goods), thereunder.

124. Based on the violations set forth above, Defendant VAKNIN, and the Corporate Defendants operating in the Enterprise are liable, jointly and severally, for civil penalties under Sections 14901 and 14915 of the I.T.C., as adjusted for inflation pursuant to Appendix B to Title 49 C.F.R. Part 386.

#### COUNT 5

**Deceptive and Unfair Trade Practices  
By Mover/Household Goods Motor Carrier  
(DIRECT VIOLATION OF FDUTPA)**

125. The Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 99 as if fully set forth hereinafter.

126. Chapter 501.204(1) of FDUTPA (or “the Act”), declares that “[u]nfair 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.” Misrepresentations, false statements or omissions of material fact constitute deceptive acts or practices prohibited by FDUTPA.

127. The provisions of the Act are to be “construed liberally” to promote the protection of the “consuming public and legitimate business enterprises from those who engage in unfair

methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” §501.202, *Fla. Stat.*

128. Section 501.203(3) of FDUTPA defines a violation as any violation of the Act or the rules adopted under the Act and may be based upon, among other things, “...[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.”

129. Any person, firm, corporation, association, or entity, or any agent or employee thereof, who willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of \$10,000 for each such violation, or a civil penalty of \$15,000 for each such violation if the deceptive or unfair act or practice victimizes or attempts to victimize a senior citizen; willful violations occur when the person knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule. §§501.2075 and 501.2077 *Fla. Stat.*

130. In numerous instances, while engaged in trade or commerce, the Defendants have violated, and/or will continue to violate, Section 501.204 of FDUTPA by, among other things, using deceptive and unfair acts and practices in the advertising, marketing, soliciting, selling or providing of Moving Services to consumers in Florida and elsewhere, as more fully described in paragraphs 60 through 97, above. Among other things, the Defendants’ unfair and deceptive acts and practices have included:

- a. Misrepresenting to consumers, in Defendants’ advertising materials and other solicitations, expressly and by implication, the true nature, quality or extent of Moving Services to be provided by the Defendants and their agents;
- b. Misrepresenting to consumers, in Defendants’ advertising materials and other solicitations, expressly and by implication, that Defendants’ Moving Services would be provided by “highly trained,” “professional” or “expert” movers who would transport the consumers’ household goods with the utmost care;



- c. using “bait-and-switch” tactics by providing consumers with one moving quote **prior** to collecting the consumer’s household goods and thereafter materially increasing the price shortly before the scheduled pick up date, or **after** the Defendants’ agents have arrived at the consumer’s dwelling and began loading the consumers’ household goods onto the moving trucks;
- d. holding consumers’ household goods hostage **after** all or a portion of the consumer’s household goods have been loaded onto moving trucks, by refusing thereafter to release the household goods unless consumers paid additional material amounts above their prior estimates to the Defendants’ agents (often required to be paid only in cash);
- e. failing to disclose that Defendants’ Moving Services are regularly performed by untrained and unskilled laborers who act in a careless or reckless manner that often results in substantial, unrecompensed damage to (or loss of) the consumers’ household goods;
- f. failing to disclose that Defendants’ Moving Services are regularly performed by inept, corrupt and/or dishonest agents who often damage, lose or misappropriate consumers’ valuable property during the move;
- g. regularly failing or refusing to provide recompense to consumers whose shipment of household goods is delivered by Defendants’ or their agents with various property items missing or damaged;
- h. regularly failing to deliver the consumers’ household goods on the promised or agreed upon date/date range and thereafter failing or refusing to provide recompense to the consumers; and
- i. regularly failing to pick up the consumers’ household goods after the promised or agreed upon date/date range and thereafter failing or refusing to provide recompense to the consumers.

131. The Defendants’ acts and practices, as set forth herein are false, misleading or otherwise deceptive, and likely to mislead a consumer acting reasonably under the circumstances. Numerous consumers within the State of Florida and elsewhere were misled by the acts and practices of Defendants alleged herein. The above-described acts and practices of the Defendants have injured and will likely continue to injure and prejudice the consuming public.

132. The Defendants have violated, and will continue to violate, Section 501.204 of the FDUTPA, by using deceptive and unfair practices in the marketing and selling of Moving Services,

as described above. The Defendants willfully engaged in the acts and practices described herein when they knew or should have known that such acts and practices are unfair or deceptive or otherwise prohibited by law.

133. The Defendants are liable for injunctive and other equitable relief (including restitution). Defendant VAKNIN is liable, individually, as he participated in, controlled and/or possessed the authority to control the acts and practices of the Corporate Defendants, and he possessed actual and/or constructive knowledge of all material acts and practices complained of herein.

134. Defendant VAKNIN, and the Corporate Defendants operating in the Enterprise, are also liable, jointly and severally, for civil penalties (as prescribed by Sections 501.2075 and 501.2077, Florida Statutes) for each deceptive or unfair act or practice they willfully engaged in, as set forth above, found to be in violation of FDUTPA.

## COUNT 6

### **Violations of the Florida Moving Act by Intrastate Mover (Constituting A Per Se FDUTPA Violation)**

135. The Plaintiff adopts, incorporates herein and re-alleges paragraphs 1-42, and 54 through 99 as if fully set forth hereinafter.

136. Section 501.204(1) of FDUTPA establishes that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

137. Section 501.203(3)(c) of FDUTPA further establishes that a violation of “any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices” is a violation of FDUTPA.

138. Section 507.08 of the Florida Moving Act proscribes deceptive and unfair trade practices in connection with intrastate household moves. Specifically, this section provides that:

“Acts, conduct, practices, omissions, failings, misrepresentations, or nondisclosures committed in violation of [the F.M.A.] are deceptive and unfair trade practices under [FDUTPA], and administrative rules adopted in accordance with the act.”

139. The Defendants, at various times material hereto, have operated in numerous instances as intrastate “movers” as defined by Section 507.01(9) of the F.M.A. At all times while acting as a mover in connection with the transportation or shipment of household goods originating and terminating in the State of Florida, the Defendants were required to comply with the F.M.A. As set forth herein, the Defendants violated one or more provisions of the F.M.A. during various periods relevant hereto, which constitute per se FDUTPA violations.

140. In numerous instances, as more particularly described in paragraphs 60 through 97 above, the Corporate Defendants violated Section 507.07(3) of the F.M.A. by misrepresenting or deceptively representing: “...(b) The timeframe or schedule for delivery or storage of the household good estimated. [And] (c) The price, size, nature, extent, qualities, or characteristic of accessorial or moving services offered...”

141. The Defendants also violated Section 507.07(4) of the F.M.A. by failing to honor and comply with all provisions of the contract for services or bill of lading regarding the purchaser’s rights, benefits, and privileges thereunder. As described above, in numerous instances, the Defendants improperly increased the price charged for the purported Moving Services provided after loading of the consumers’ household goods had commenced, they failed to relinquish the goods as required despite a proper tender of payment by the consumer, and they failed to honor the pick-up and delivery dates/date ranges that had been agreed upon with the consumer, as more particularly described in paragraphs 86 through 95, above.

142. The Defendants also violated Section 507.07(5) of the F.M.A. by withholding delivery of household goods or otherwise holding goods in storage against the express wishes of the consumer notwithstanding that payment had been made by the consumer as delineated in the estimate or contract for services, as more particularly described above in paragraphs 86 through 95, above.

143. The Defendants also violated Section 507.07(6)(b) of the F.M.A. by committing numerous acts of fraud, misrepresentation, or failure to disclose a material fact, as more particularly described above in paragraphs 60-97, above.

144. Accordingly, the Defendants' acts and practices described above violate various provisions of a statute (the Florida Moving Act) designed to protect consumers from unfair and deceptive acts or practices, which constitutes a per se violation of FDUTPA, and subject the Defendants to the penalties and remedies provided therein for such violations. Numerous consumers within the State of Florida and elsewhere have been injured by the acts and practices of Defendants alleged herein, which will likely continue to injure and prejudice the consuming public.

145. The Defendants have violated, and will continue to violate the F.M.A., in connection with the marketing, selling or providing of Moving Services, as described above. The Defendants willfully engaged in the acts and practices described herein when they knew or should have known that such acts and practices are unfair or deceptive or otherwise prohibited by law.

146. The Defendants are liable for injunctive and other equitable relief (including restitution). Defendant VAKNIN is liable, individually, as he participated in, controlled and/or possessed the authority to control the acts and practices of the Corporate Defendants, and he

possessed actual and/or constructive knowledge of all material acts and practices complained of herein.

147. Defendant VAKNIN, and the Corporate Defendants operating in the Enterprise, are also liable, jointly and severally, for civil penalties (as prescribed by Sections 501.2075 and 501.2077, Florida Statutes) for each deceptive or unfair act or practice in connection with intrastate household moves that they willfully engaged in, as set forth above, that are found to be in violation of the F.M.A., a *per se* violation of FDUTPA.

### COUNT 7

#### **Violations of the I.T.C. and FMCSA Regulations by Interstate Household Goods Motor Carrier (Constituting A Per Se FDUTPA Violation)**

148. The Plaintiff adopts, incorporates herein and re-alleges paragraphs 2-5, 7, 14-53, 87-88, 92-94 and 96 through 99 as if fully set forth hereinafter.

149. Section 501.204(1) of FDUTPA establishes that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

150. Section 501.203(3)(c) of FDUTPA further establishes that a violation of “any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices” is a violation of FDUTPA.

151. The I.T.C. and FMCSA Regulations were intended to promote competitive and efficient transportation services in order to, among other things, “encourage fair competition, and reasonable rates for transportation by motor carriers of property” and “meet the needs of shippers, receivers, passengers, and consumers.” (See §13101(a)(2)(A) and (C) of the I.T.C.). Likewise, Title 49 C.F.R. Part 375 (Transportation of Household Goods in Interstate Commerce; Consumer

Protection Regulations) sets forth the specific consumer protection regulations governing the transportation of household goods in interstate commerce.

152. The Defendants, at various times material hereto, have operated in numerous instances as interstate “household goods motor carriers,” and were required to follow all of the regulations set forth in Part 375 of the FMCSA Regulations. (See §375.101 of the Regulations). As described herein, the Defendants violated one or more provisions of the I.T.C. and/or FMCSA Regulations during various periods relevant hereto, which constitute per se FDUTPA violations.

153. To protect consumers, the I.T.C. and/or FMCSA Regulations require, among other things, that:

- a. The carrier must specify the form of payment that will be required at delivery when the estimate is prepared; include that same form of payment in the order for service and bill of lading; and accept that same form of payment at delivery unless the shipper agrees to a change in writing (§375.217);
- b. The carrier provide the shipper with a written (binding or reasonably accurate non-binding) estimate of the transportation and other related charges before executing an order for service for shipment of household goods (§§375.401 and 375.405(b));
- c. The carrier relinquish possession of a shipment of household goods upon the individual shipper's offer to pay the binding estimate amount (plus charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for “impracticable operations” not to exceed 15 percent of all other charges due at delivery) (I.T.C. §13707(b)(3) and §§375.403(7) and 375.703(a));
- d. The carrier relinquish possession of a shipment of household goods upon the individual shipper's offer to pay 110 percent of the non-binding estimate amount (plus charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for “impracticable operations” not to exceed 15 percent of all other charges due at delivery) (I.T.C. §13707(b)(3) and §§375.405(8), 375.407(a) and 375.703(b));
- e. The carrier tender a shipment for delivery for an individual consumer on the agreed delivery date or within the period specified on the bill of lading (§375.603); and

- f. The carrier notify the individual shipper by certain specified means as soon as a delay in the pick up or delivery of household goods becomes apparent to the carrier (§375.605).

154. As more fully described in paragraphs 87-88, and 92 through 94, above, in numerous instances during periods material to this Complaint, the Corporate Defendants violated the I.T.C. and FMCSA Regulations (including those set forth above) by, among other things:

- a. Providing binding or non-binding estimates to consumers that were not reasonably accurate, including as to the services to be provided and charges to be incurred;
- b. Requiring consumer to use a different form of payment at the time of delivery than specified when the estimate was prepared;
- c. Failing to relinquish possession of a shipment of household goods upon the proper payment or proper tender of payment of the amount required on a binding or non-binding estimate by an individual shipper;
- d. Failing to tender a shipment for delivery to an individual consumer on the agreed delivery date or within the period specified on the bill of lading; and
- e. Failing to provide required notice to the individual shipper when a delay in the pick up or delivery of household goods was apparent.

155. Accordingly, the Corporate Defendants' acts and practices described above violate various provisions of a statute (the I.T.C. and related FMCSA Regulations) designed to protect consumers from unfair and deceptive acts or practices, which constitute per se violations of FDUTPA, and subject the Defendants to the penalties and remedies provided therein for such violations. Numerous consumers within the State of Florida and elsewhere have been injured by the acts and practices of Defendants alleged herein, which will likely continue to injure and prejudice the consuming public.

156. The Defendants have violated and will continue to violate the I.T.C. and related FMCSA Regulations in connection with the marketing, selling and/or providing of Moving Services, as described above. The Defendants willfully engaged in the acts and practices described

herein when they knew or should have known that such acts and practices are unfair or deceptive or otherwise prohibited by law.

157. The Defendants are liable for injunctive and other equitable relief (including restitution). Defendant VAKNIN is liable, individually, as he participated in, controlled and/or possessed the authority to control the acts and practices of the Corporate Defendants, and he possessed actual and/or constructive knowledge of all material acts and practices complained of herein.

158. Defendant VAKNIN, and the Corporate Defendants operating in the Enterprise, are also liable, jointly and severally, for civil penalties (as prescribed by Sections 501.2075 and 501.2077, Florida Statutes) for each deceptive or unfair act or practice in connection with interstate household moves that they willfully engaged in, as set forth above, that are found to be in violation of the F.M.A., a *per se* violation of FDUTPA.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, respectfully requests that this Court:

A. ENTER judgment in favor of Plaintiffs and against the Defendants for each Count alleged in this Complaint.

B. ASSESS civil penalties against the Defendants, jointly and severally, in the inflation adjusted amount of Fifteen Thousand Seven Hundred Twenty-seven Dollars (\$15,727.00) for each household goods shipment Defendants are found to have knowingly and willfully held hostage, pursuant to Section 14915(a)(1) of the I.T.C. and Appendix B to Title 49 C.F.R. Part 386, and for each day the Defendants are found to have failed to give up possession of such a hostage household goods shipment, pursuant to Section 14915(a)(2) of the I.T.C.



C. ASSESS civil penalties against the Defendants, jointly and severally, in the inflation adjusted amount of One Thousand Five Hundred Seventy-Two Dollars (\$1,572.00) for each additional (non-hostage) violation of the I.T.C. and/or FMCSA Regulation, pursuant to Section 14901 of the I.T.C., and Appendix B to Title 49 C.F.R. Part 386.

D. Permanently ENJOIN the Defendants, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with the Defendants who receive actual notice of this injunction, prohibiting and enjoining such persons from, directly or indirectly:

1. Committing future violations of FDUTPA, including, but not limited to making false and/or misleading representations to consumers in advertisements or otherwise regarding the nature, quality, extent, price timing and/or characteristics of the Moving Services being offered or provided;
2. Committing future violations of the Florida Moving Act, constituting a *per se* violation of FDUTPA, including, but not limited to:
  - a. Violating Section 507.07(3) of the F.M.A. (misrepresentations or deceptive representations);
  - b. Violating Section 507.07(4) of the F.M.A. (failing to honor contract for services or bill of lading);
  - c. Violating Section 507.07(5) of the F.M.A. (withholding delivery of household goods); and
  - d. Violating Section 507.07(6)(b) of the F.M.A. (fraud, misrepresentation or failure to disclose material facts);
3. Committing future violations of the I.T.C. and/or FMCSA Regulations, constituting a *per se* violation of FDUTPA, including, but not limited to:
  - a. Violating Section 375.217 of the Regulations (form of payment);
  - b. Violating Section 375.401 of the Regulations (written estimates);
  - c. Violating Section 13707(b)(3) of the I.T.C. and Sections 375.403(7) and 375.703(a) of the Regulations (release of goods on binding estimates);
  - d. Violating Section 375.603 of the Regulations (failure to tender shipment); and

e. Violating Section 375.405 of the Regulations (failure to notify);

E. AWARD consumer restitution and such equitable or other relief as the Court finds appropriate, pursuant to Section 501.207, Florida Statutes;

F. ASSESS civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by Section 501.2075, Florida Statutes, or Fifteen Thousand Dollars (\$15,000.00) for victimized senior citizens as prescribed by Section 501.2077, Florida Statutes, for each act or practice found to be in violation of FDUTPA;

G. AWARD attorneys' fees and costs against the Defendants, jointly and severally, pursuant to Section 501.2075, Florida Statutes, or as otherwise authorized by law.

H. ORDER the rescission or reformation of contracts where necessary to redress injury to consumers.

I. ORDER disgorgement of ill-gotten proceeds against the Defendants

J. GRANT such other equitable relief as this Honorable Court deems just and proper.

Dated this 18th day of March, 2019.

Respectfully Submitted,

PAMELA JO BONDI  
ATTORNEY GENERAL

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 18th day of March, 2019, I electronically filed the foregoing document with the Clerk of the Court by using the CM/ECF system. I also certify that the foregoing document is being served this date on all counsel of record or pro se parties identified on the attached Service List, via transmission of Notices of Electronic Filing generated by the CM/ECF system, or for those counsel or parties who are not authorized to receive CM/ECF Notices of Electronic Filing, in another authorized manner as specified.

/s/ Howard S. Dargan  
Howard S. Dargan, Esq.

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