

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

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

CASE NO.:

Plaintiff,

-vs-

ALL USA VAN LINES INC,
d/b/a Interstate Movers and Moving Group, a Florida corporation;
MOVING GROUP INC,
d/b/a United Moving & Relocation, Top Movers, Moving Services, a Florida corporation;
TOP MOVERS INC, d/b/a Interstate Movers, a Florida corporation;
GUZI'S INVESTMENTS, LLC,
d/b/a Nationwide Movers System, Affordable Movers, Dispatch My Move,
Moving Group System, and USA Movers-Interstate Movers,
United Moving & Relocation, a Florida limited liability company;
CROSS COUNTRY MOVERS LLC,
d/b/a Affordable Movers, a Florida limited liability company;
24/7 MOVING SERVICES INC.,
d/b/a Cross Country Movers/Full Service Movers and Household Van Lines, a Florida
corporation;
TRANSWORLD MOVERS INC,
d/b/a Nationwide Movers-Long Distance Movers, a Florida corporation;
EMOVING COMPANY,
d/b/a Nationwide Moving Services-Long
Distance Movers and Nationwide Moving Services, a Florida corporation;
OHAD E. GUZI a/k/a Chad Cuzi, Individually and as Owner and/or Principal
of ALL USA VAN LINES INC, MOVING GROUP INC,
TOP MOVERS INC, GUZI'S INVESTMENTS, LLC, CROSS COUNTRY
MOVERS LLC, 24/7 MOVING SERVICES INC.,
TRANSWORLD MOVERS INC, and EMOVING COMPANY,

Defendants.

**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 ALL USA VAN LINES INC d/b/a Interstate Movers, Moving Group, a Florida corporation (“ALL USA”), MOVING GROUP INC d/b/a United Moving & Relocation, Top Movers, Moving Services, a Florida corporation (“MOVING GROUP”), TOP MOVERS INC d/b/a Interstate Movers, a Florida corporation (“TOP MOVERS”), GUZI’S INVESTMENTS, LLC d/b/a Nationwide Movers System, Affordable Movers, Dispatch My Move, Moving Group System, USA Movers-Interstate Movers, United Moving & Relocation, a Florida limited liability company (“GUZI’S INVESTMENTS”), CROSS COUNTRY MOVERS LLC d/b/a Affordable Movers, a Florida limited liability company (“CROSS COUNTRY”), 24/7 MOVING SERVICES INC. d/b/a Cross Country Movers/Full Service Movers and Household Van Lines, a Florida corporation (“24/7 MOVING”), TRANSWORLD MOVERS INC d/b/a Nationwide Movers-Long Distance Movers, a Florida corporation (“TRANSWORLD MOVERS”), EMOVING COMPANY d/b/a Nationwide Moving Services-Long Distance Movers and Nationwide Moving Services, a Florida corporation (“EMOVING COMPANY”), and OHAD E. GUZI a/k/a Chad Cuzi (“GUZI”), Individually, and as Owner, Officer and/or Principal of ALL USA, MOVING GROUP, TOP MOVERS, GUZI’S INVESTMENTS, CROSS COUNTRY, 24/7 MOVING, TRANSWORLD MOVERS, and EMOVING COMPANY (hereafter collectively referred to as “Defendants”).

SUMMARY OF COMPLAINT

1. Since at least in or about April 2014 to at least in or about April 2018, Defendants have held themselves out as being professional movers staffed by well-trained employees who use the utmost care with shippers’ belongings and are scrupulous in preparing and following

estimates. The reality is far different. Defendants have regularly used unskilled, untrained laborers who often damage or steal property, and routinely provide deceptive, deliberately low estimates before extorting higher fees by holding shippers' 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.¹

2. This action is brought by the Attorney General based on: (1) violations of Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (hereinafter "FDUTPA"); (2) violations of Florida Household Moving Services Act, Chapter 507, Section 507.01-507.13, Florida Statutes (hereinafter "Florida Moving Act" or F.M.A.); and (3) violations of Title 49 U.S.C., Subtitle IV, Part B (hereinafter the "Interstate Transportation Code" or "I.T.C.") and 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"),² which constitute *per se* violations of FDUTPA.

3. At all times material hereto, the Defendants have engaged in deceptive acts and practices in connection with the transportation of household goods by shippers (who are individual consumers) crossing state boundaries or involving more than one state (interstate

¹ 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.

² 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).

moves).³ 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.

4. Defendant GUZI controls the acts and practices of Defendants ALL USA, MOVING GROUP, TOP MOVERS, GUZI’S INVESTMENTS, CROSS COUNTRY, 24/7 MOVING, TRANSWORLD MOVERS, and EMOVING COMPANY (collectively referred to as “Corporate Defendants”). Defendant GUZI has operated the Corporate Defendants as part of a common enterprise (hereinafter the “Enterprise” or “Moving Enterprise”).

5. While engaged in trade or commerce as movers or household goods motor carriers, the Defendants have utilized unfair and deceptive 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. The Defendants misrepresented or deceptively represented to these consumers the price, nature, extent, qualities, timing or characteristics of the Moving Services they were offering. Essentially, the Defendants often quoted consumers an artificially low estimate for providing their Moving Services. Thereafter, in numerous instances, the Defendants then failed to honor that deliberately low estimate, but instead, substantially increased the price charged at

³ 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 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 time the move occurred. In addition, the new higher price was not disclosed to the consumer until after loading of the consumer's household goods had been partially or fully completed.

7. In other instances, the Defendants' agents have provided estimates for the transportation and other charges to be incurred in connection with the move, that do not comply with applicable Florida law and/or FMCSA Regulations. For example, the Defendants failed to: (1) provide a bona fide estimate to the consumer in writing; (2) base the estimate on a physical survey of the household goods when otherwise required to do so; (3) include in the estimate all of the charges for transportation and related services to be provided; and/or (4) clearly indicate whether a "binding" or a "non-binding" estimate was being provided.

8. The Defendants and their agents provided consumers with these deceptive, deliberately low estimates to induce the consumers to enter into a service agreement with the Defendants relating to their household move, and often to induce the consumer to pay the Defendants a portion of the anticipated fees as an up-front "deposit."

9. In many instances, after the Defendants' agents arrived and began loading the consumers' household goods onto the moving trucks, the consumers were then confronted with a significantly higher monetary demand than previously quoted to them, in order to obtain a release of their property from the Defendants and/or their affiliates. In many instances, the new price demanded at the time of delivery was significantly more than the amount of the "binding estimate," or more than 110% of the "non-binding" estimate that the Defendants previously provided to the consumer, in violation of FMCSA Regulations and Florida law.

10. The Defendants and/or their affiliates often refused to deliver the consumer's household goods notwithstanding the consumers 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 refused to relinquish the consumer's household goods until the consumer paid in full the new, higher amount (which the Defendants' agents often demanded be paid only in cash). If a consumer refused to pay the new higher amount, the Defendants and their agents often threatened to retain the consumer's household goods and to add "storage" or other "redelivery" fees to the amount they are demanding from the consumer. In other words, the household goods were held hostage until the consumer paid the higher fees.

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

12. Likewise, the Defendants and their agents often misrepresented or deceptively represented the timeframe or schedule for pickup, delivery and/or storage of the household goods estimated. In many instances, the Defendants' agents arrived late to pick up the consumers' goods or 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.

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 the provisions of FDUTPA, and Section 26.012, Florida Statutes. Venue is proper in the Seventeenth Judicial Circuit, as the Defendants have operated either as a household goods broker or motor carrier in Broward County Florida.

16. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida. The Defendants' actions material to this Complaint have occurred within four (4) years of the filing of this action.

THE PLAINTIFF

17. 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.

18. The Attorney General has conducted an investigation of the matters alleged herein, and Attorney General Pamela Jo Bondi has determined that this enforcement action serves the public interest, as set forth in Section 501.207(2), Florida Statutes. 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.⁴

THE DEFENDANTS

19. Defendant ALL USA is a Florida for-profit corporation that was authorized to transact business in Florida from at least April 28, 2009 until it was administratively dissolved on September 26, 2014. ALL USA had its principal office located at 2346 Thomas Street, Hollywood, FL 33020. From on or about January 2, 2013 until at least on or about September 26, 2014, Defendant GUZI was registered with the Florida Department of State, Division of Corporations (“FDOS”) as an officer (president) and registered agent of ALL USA. On or about October 29, 2012 and February 26, 2014, ALL USA registered with the FDOS to conduct business under the fictitious names, Interstate Movers and Moving Group.

20. Defendant MOVING GROUP is a Florida for-profit corporation with its principal office located at 2346 Thomas Street, Hollywood, FL 33020 that was authorized to transact business in Florida from at least September 24, 2008 until it was administratively dissolved on September 28, 2018. From on or about April 4, 2014 through September 28, 2018, Defendant GUZI was registered with the FDOS as an officer (president) and registered agent of MOVING GROUP. On or about February 24, 2014 and April 27, 2015, MOVING GROUP registered with the FDOS to conduct business under the fictitious names, United Moving & Relocation, Top Movers and Moving Services.

21. Defendant TOP MOVERS is a Florida for profit corporation with its principal

⁴ 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, each of the Defendants are “carriers” under the I.T.C.

office located at 1500 NE 12 Terrace, Fort Lauderdale, FL 33304 that was authorized to transact business in Florida from at least November 1, 2012 until it was administratively dissolved on September 28, 2018. From on or about July 3, 2014 through April 29, 2016, TOP MOVERS had its principal office located at 2346 Thomas Street, Hollywood, FL 33020. During that time period, Defendant GUZI was registered with FDOS as an officer of TOP MOVERS. On or about On May 21, 2013 TOP MOVERS registered with the FDOS to conduct business under the fictitious name, Interstate Movers.

22. Defendant GUZI'S INVESTMENTS is a Florida limited liability company with its principal office located at 2346 Thomas Street, Hollywood, FL 33020. From on or about August 29, 2014 through the present, Defendant GUZI is registered with FDOS as an officer (president) and registered agent of GUZI'S INVESTMENTS. On or about, March 23, 2015, GUZI'S INVESTMENTS registered with the FDOS to conduct business under the fictitious names, Dispatch My Move and Moving Group System. On or about April 27, 2015, GUZI'S INVESTMENTS registered with the FDOS to conduct business under the fictitious name, United Moving & Relocation. On or about October 1, 2015, GUZI'S INVESTMENTS registered with the FDOS to conduct business under the fictitious name, USA Movers-Interstate Movers. On or about April 18, 2016, GUZI'S INVESTMENTS registered with the FDOS to conduct business under the fictitious name, Affordable Movers. On or about February 6, 2017, GUZI'S INVESTMENTS registered with the FDOS to conduct business under the fictitious name, Nationwide Movers System.

23. Defendant CROSS COUNTRY is a Florida limited liability company with its principal office located at 2346 Thomas Street, Hollywood, FL 33020 that was authorized to transact business in Florida from at least February 27, 2017 until it was administratively

dissolved on September 28, 2018. Defendant GUZI is registered with FDOS as an authorized representative and registered agent of CROSS COUNTRY. On or about March 14, 2017, CROSS COUNTRY registered with the FDOS to conduct business under the fictitious name, Affordable Movers.

24. Defendant 24/7 MOVING is a Florida for-profit corporation with its principal offices located at 300 Oakwood Lane, Hollywood, FL 33020 from on or about November 13, 2012 through January 1, 2013. On or about January 2, 2013, 24/7 MOVING'S principal offices were located at 2346 Thomas Street, Hollywood, FL 33020. During that time, Defendant GUZI was registered with FDOS as an officer (president) and registered agent of 24/7 MOVING. On or about November 26, 2012 and February 17, 2015, 24/7 MOVING registered with the FDOS to conduct business under the fictitious names, Cross Country Movers/Full Service Movers, and Household Van Lines.

25. Defendant TRANSWORLD MOVERS is a Florida for profit corporation with its principal offices located at 2346 Thomas Street, Hollywood, FL 33020. From on or about February 22, 2018, Defendant GUZI is registered with FDOS as an officer (president) and registered agent of TRANSWORLD MOVERS. On or about February 26, 2018, TRANSWORLD MOVERS registered with the FDOS to conduct business under the fictitious name, Nationwide Movers-Long Distance Movers.

26. Defendant EMOVING COMPANY is a Florida for-profit corporation with its principal office located at 2346 Thomas Street, Hollywood, FL 33020 that was authorized to transact business in Florida from at least November 18, 2013 until it was administratively dissolved on September 23, 2016. Defendant GUZI was registered with FDOS as an officer (president) and registered agent of EMOVING COMPANY. On or about August 29, 2014 and

February 26, 2014, EMOVING COMPANY registered with the FDOS to conduct business under the fictitious names, Nationwide Moving Services-Long Distance Movers and Nationwide Moving Services.

27. Defendant GUZI is an adult, natural person who, upon information and belief, resides in Broward County, Florida. As an officer, owner and/or principal of the Corporate Defendants, Defendant GUZI, 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 also possessed actual and/or constructive knowledge of all material acts and practices complained of herein.

28. As an officer, owner and/or principal of the Corporate Defendants that comprised of the Moving Enterprise, Defendant GUZI 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 Enterprise entities. Defendant GUZI also possessed actual or constructive knowledge of all material acts and practices complained of herein.

29. The 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 41 through 54, below). In numerous other instances, the Defendants have acted as intrastate “movers” as defined in Section 507.01(9) of the F.M.A. (see paragraphs 55 through 58, below).

30. 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.

31. The Defendants, at various times material hereto, have acted 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 41-54, below). 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.

32. 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 I.T.C. (Section 13102(13)), as well as being “consumers” under FDUTPA.⁵

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

34. The Defendants, at all times material hereto, have advertised, offered, solicited, and/or provided Moving Services to consumers, which constitute “goods, services and/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

35. At all times material hereto, Defendant GUZI has operated the Corporate Defendants as a “common enterprise” while engaging in the unlawful and deceptive acts and

⁵ Pursuant to Section 13102(13) of the I.T.C., the term “individual shipper” means 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.

practices alleged herein. This common enterprise has constituted an ongoing organization which functions as a continuing unit for the principal purpose of generating proceeds to unjustly enrich Defendants at the expense of consumers seeking assistance with their household moves.

36. Defendant GUZI operated the Moving Service Enterprise through these interrelated companies that had common or overlapping ownership, officers, employees, business functions, marketing activities, office and warehouse locations. Indeed, the Corporate Defendants existed to participate in the same deceptive practices, offering the same purported Moving Services to consumers in Florida and elsewhere throughout the United States. These entities used the same business model, provided the same purported services to consumers, commingled funds and shared other resources such as office space, corporate systems, mailing addresses, employees, advertising and marketing methods and materials.

37. 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 TOP MOVERS and CROSS COUNTRY, and their related fictitious entity, Affordable Movers. In addition, the Corporate Defendants operate using the same or substantially similar fictitious names (or names derived therefrom). For example:

- Defendant GUZI'S INVESTMENTS has operated under the names "Affordable Movers" and "USA Movers-Interstate Movers" while Defendant CROSS COUNTRY has operated under the name "Affordable Movers";
- Defendant TRANSWORLD MOVERS has operated under the name "Nationwide Movers-Long Distance Movers" while EMOVING COMPANY has operated under the name "Nationwide Moving Services-Long Distance Movers" and GUZI'S INVESTMENTS has operated under the name "Nationwide Movers System,"
- Defendant ALL USA has operated under the name "Interstate Movers" while Defendant TOP MOVERS has operated under the name "Interstate Movers."

38. The Corporate Defendants operated under the common control of Defendant GUZI, who was listed as the sole officer of these entities and exercised control over their financial accounts. The Corporate Defendants essentially existed for the single purpose of arranging and selling the Enterprise's Moving Services to consumers. They were created by Defendant GUZI using substantially similar names, and they were operated and promoted to the public using the same or variations of the similar fictitious names, i.e., "Nationwide Movers," "Nationwide Movers System" or "Affordable Movers," or "Interstate Movers."

39. The Defendants have also commingled consumers' monies between several of the Corporate Defendants' accounts. For example, consumers' funds received by the Enterprise for Moving Services supposedly to be provided by Defendant CROSS COUNTRY were deposited into accounts opened on behalf of Defendant GUZI'S INVESTMENTS (an entity that was not registered with the USDOT as a motor carrier). In addition, consumers' funds received by the Enterprise for Moving Services supposedly provided by Defendant TRANSWORLD MOVERS were also deposited into accounts maintained by Defendant GUZI'S INVESTMENTS, before being funneled to other Enterprise entities and/or affiliates or used to pay the shared operating expenses of the Enterprise.

40. 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)

41. Title 49 C.F.R., Subtitle B, Chapter III, Subchapter B, Part 375 sets for 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 375.⁶

42. 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.

43. Section 375.207 permits a household goods motor carrier to publish and use advertisements, but requires that any such advertisements be “truthful, straightforward, and honest.”⁷

44. Pursuant to Section 375.217 the household goods motor carrier is required to specify the form of payment required when the estimate is prepared, and that same form of payment must be specified in the order for service and bill of lading. Thereafter, the household goods motor carrier and its agents must honor that form of payment at delivery, except when a shipper agrees to a change in writing.

⁶ 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.

⁷ 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.

45. 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.

46. 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. 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

47. 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.

48. 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.⁸

49. 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 charges due at delivery).⁹ Id. The failure to relinquish such household goods under these circumstances constitutes a failure to transport with “reasonable dispatch” under

⁸ 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)).

⁹ “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.

375.403(a)(10), and a violation of the I.T.C. (Section 13707(b)(3))¹⁰ and FMCSA Regulations (Sections 375.403(7) and/or 375.703(a)).¹¹

Use of Non-Binding Estimates

50. 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)

51. Section 375.405(b)(5) further provides that the “non-binding” estimate must clearly indicate on its face that the estimate is not binding on the household goods motor carrier, that the charges shown are the approximate charges to be assessed for the service identified in the estimate, and that the shipper will not be required to pay more than 110 percent of the “non-binding” estimate at the time of delivery.

¹⁰ 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.

¹¹ 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.”

52. 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 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.¹² 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)).¹³

53. 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. When a carrier is unable to perform either the pickup or delivery of a shipment on the dates or during the periods specified in the

¹² 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).

¹³ Section 375.703(b) of the FMCSA Regulations provides that, with respect to a non-binding estimate, the maximum amount that a household goods motor carrier may collect-on-delivery is “110 percent of the non-binding 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.”

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, as set forth in Section 375.605.

54. 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 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."¹⁴

FLORIDA HOUSEHOLD MOVING SERVICES ACT

55. 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.¹⁵

¹⁴ 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."

¹⁵ 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;

56. 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.

57. Section 507.01(10) of the F.M.A. defines a “moving broker” or “broker” as a person who, for compensation, arranges for another person to load, transport or ship, or unload household goods as part of a household move or who, for compensation, refers a shipper to a mover by telephone, postal or electronic mail, Internet website, or other means.

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

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

(1) To conduct business as a mover or moving broker, or advertise to engage in the business of moving or offering to move, without being registered with the department.

STATEMENT OF FACTS AND DEFENDANTS’ DECEPTIVE COURSE OF CONDUCT

Deceptive Marketing Activities

59. At all times material hereto, the Defendants have deceptively solicited consumers to purchase their Moving Services, by making materially false and/or misleading representations to shippers and potential shippers concerning, among other things, the nature and quality of those services. In that regard, the Defendants have utilized various marketing methods to advertise their 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

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- (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.”

things, deceptively promised (expressly and implicitly) to provide honest, reliable and professional moving services to consumers in Florida and elsewhere throughout the United States.¹⁶

60. The Defendants' marketing materials have repeatedly represented to consumers that their Moving Services would be provided by highly trained, knowledgeable, and experienced, professional movers who would load, transport and unload the consumers' household goods with the utmost care. In reality, the Defendants have often employed inexperienced, unskilled and/or untrained laborers who are not properly supervised or monitored and who regularly damage, destroy and/or misappropriate the consumers' property. Defendants' marketing materials fail to disclose the substantial risk of loss and/or damage to consumers' property that exists from these acts and practices.

61. The Defendants have utilized several, purportedly independent websites (and various forms of social media, including Facebook and Twitter) to induce consumers to purchase their Moving Services, including the following:

- www.affordable-movers.net
- www.nationwide-mover.com
- www.topmover.co
- www.topmovers.weebly.com
- www.interstatemover.net

¹⁶ Section 375.207 of the FMCSA Regulations permits a household goods motor carrier to publish and use advertisements, but requires that any such advertisements be "truthful, straightforward, and honest." The term "advertisement" is defined in Section 375.103 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. *Id.*

62. For example, to induce consumers to purchase their Moving Services, the Defendants have made numerous false and/or misleading representations throughout their website pages (at www.topmovers.weebly.com) regarding the nature and quality of Moving Services their agents would provide, including, among others:

Top Movers “is a leading moving company offering full relocation services and logistic solutions. **We pride ourselves on offering reliable and punctual moving services for homes and businesses across the United States.** Whether you are moving next door, or to the other end of the country, whether you are moving from a city apartment to a country house or from the countryside to the big city. Top Movers can offer a **simple, stress-free moving experience.** After thousands of moves in the past years, Top Movers recognize that all our customers have different needs. With several branches along the US; our local knowledge with our national expertise and resources, make it affordable for us to tailor-make a move for you” (emphasis added);

“Our employees are dedicated to accomplish hard team work to achieve your moving requirements and this is the foundation on which we have built our reputation on. The **Men and truck team will arrive on time** and will be polite and professional adopting a can-do attitude at all times. Our rates are very competitive and affordable to all pockets. Top Movers has the affordable priced solution to all your moving requirements whether small load, full home or an office relocation.” (emphasis added)

“All of our truck comes fully equipped with all the essentials for moving such as tools, ties and boxes. **Our staffs are vastly experienced and are trained to the highest standard, ensuring the service you get is to your satisfaction**” (emphasis added).

63. In many instances, consumers were led to believe that their household goods would be loaded onto the Defendants’ trucks and immediately transported to the consumers’ new dwelling by the Defendants’ highly trained, supervised and professional staff. In fact, however, the Defendants often completed the consumers’ moves by using other, third-party carriers whose employees were not trained and/or supervised by the Defendants, and who often carelessly damaged or failed to deliver the consumer’s property. On several occasions, the Defendants or their agents arrived to pick up and/or deliver the consumers’ household goods using unmarked or

obviously rented vehicles (such as U-Haul or Budget Rental trucks).

64. After the Defendants' agents loaded the consumer's household goods onto a moving truck, those goods were not then immediately transported to the consumer's new dwelling. Instead, the Defendants' agents unloaded the consumer's goods at an undisclosed storage facility, and then stored those goods until they could be combined with the household goods of one or more other consumer/shippers who were moving to the same geographic region or vicinity. Those practices, which often resulted in substantial delivery delays and/or loss of the consumers' household goods through theft or mis-delivery, were not disclosed to consumers on Defendants' websites or otherwise. Additionally, when consumers contacted the Defendants in an attempt to ascertain where their goods were located and/or when they would be delivered, the Defendants were unable or unwilling to provide that information.

65. Likewise, the Defendants often represent to consumers that they offer consumers "safe and secure storage facilities to keep your belongings safe while you're in transition during your move." However, the location of these purported facilities (where consumers' goods are often held hostage) 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.

66. The Defendants' website also contained a toll-free telephone number for consumers to call for information regarding their Moving Services. Consumers who contacted the Defendant's agents over the telephone were again reassured that their household goods would be moved with the utmost care by the Defendants' "professional," "experienced" and/or "expert" movers.

67. In reality, many consumers who have hired the Defendants to move their household goods were confronted with unskilled, day laborers who loaded and unloaded the

consumers' belongings with little regard for their property. Consumers who complained about damage to their property during the move were regularly met with rude, aggressive, threatening and even abusive language, both from the movers and office personnel.

68. Although the Defendants and their agents promised consumers that they would take exceptionally good care of the consumers' household goods during the move, they routinely did not provide such care. Moreover, the Defendants did not compensate consumers for the damage or loss of their property (through theft or otherwise) that occurred during the move, often due to the intentional or reckless conduct of the Defendants' agents.

69. The Defendants repeatedly made these false promises and deceptive representations to consumers despite knowing that their agents routinely damaged, lost and/or misappropriated consumers' valuable property during the moves. Likewise, the Defendants knew or should have known that their deceptive acts and practices regularly resulted in significant financial harm to consumers. Nevertheless, the Defendants failed to disclose these material facts to their customers (including the substantial risk of loss to the consumers' household goods resulting from the likely malfeasance by Defendants' representatives).

70. The Defendants, implicitly or explicitly, condoned their agent's misbehavior in connection with providing their Moving Services. To allay consumers' fears regarding the damage or loss of property, the Defendants represent to consumers, expressly and by implication, that the Company is fully licensed and has insurance available to compensate consumers for any losses.

71. Some consumers were told that they would receive, at no additional charge, insurance coverage (required by law) totaling up to 60 cents per pound. The Defendants' website, however, did not disclose this limitation in coverage. Moreover, the Defendants did not

disclose (on their website or otherwise) that their customers would likely need to purchase additional, supplemental insurance to protect themselves from a known and likely loss resulting from the Defendants' use of untrained, day laborers who often engaged in intentional or reckless malfeasance during the move.

72. In many instances, the consumers' expensive household goods (such as computers, flat screen televisions, pianos, electronics, appliances, artwork or tools) were simply not delivered or were delivered in a severely damaged or unusable condition. The Defendants, however, often provided either no recompense or only a *de minimis* amount of compensation. In essence, the Defendants and their agents often deceptively used 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 Deceptive Activities as "Mover" or "Household Goods Motor Carrier"

73. While acting as an intrastate "household goods motor carrier," the Defendants have made various misrepresentations or deceptive representations to their consumer customers. For example, TOP MOVERS advertised on the internet that it was a local intrastate mover, but failed to register itself as one with the Florida Department of Agriculture and Consumer Services ("DOACS") as required by Florida law. Additionally, the Defendants have often misrepresented or failed to properly disclose material facts concerning the true price, nature, extent, qualities, or characteristics of the Moving Services (including accessorial services) being offered and/or provided.

74. As indicated above, Defendant GUZI was the sole officer for ALL USA, MOVING GROUP, TOP MOVERS, GUZI'S INVESTMENTS, CROSS COUNTRY, 24/7 MOVING, TRANSWORLD MOVERS, and EMOVING COMPANY and was actively involved

in the Enterprise's ongoing operations. GUZI was 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. These accounts were used by the Enterprise to, among other things receive funds (directly and indirectly) from consumers and to disburse those funds to Defendant GUZI and other Enterprise affiliates.

75. Defendant GUZI also opened 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, GUZI opened several such accounts through Banc of America Merchant Services, LLC and Bank of America, N.A. on behalf of Defendants MOVING GROUP and GUZI'S INVESTMENTS, and listed himself on the applications as being the "primary contact" for the account. Thus, GUZI 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

76. Defendants' acts and practices 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.

77. 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

Deceptive and Unfair Trade Practices By Mover/Household Goods Motor Carrier CHAPTER 501, PART II FLORIDA STATUTES

78. The Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 77 as if fully set forth hereinafter.

79. 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.

80. 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.*

81. 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.”

82. 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.*

83. While engaged in trade or commerce, the Defendants have violated Section 501.204 of FDUTPA by, among other things, using deceptive and unfair acts and practices in the advertising, marketing, soliciting, selling and/or providing of Moving Services to consumers in Florida and elsewhere, as more fully described in paragraphs 59 thorough 72, 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 for the mover **after** the Defendants' agents have arrived at the consumer's dwelling and began loading the consumers' household goods onto the Defendants' 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 in cash);
- e. failing to disclose that Defendants' Moving Services are regularly performed by untrained and unskilled laborers who act in a careless and/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 and/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.

84. 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 would likely continue to injure and prejudice the consuming public.

85. 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.

86. The Defendants are liable for injunctive and other equitable relief (including restitution). Defendant GUZI is liable, individually, as he 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.

87. The Defendants 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 2

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

88. The Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 77 as if fully set forth hereinafter.

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

90. 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.

91. 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.”

92. 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 more fully described in paragraphs 73 thorough 75, above, the Defendants violated one or more provisions of the F.M.A. during various periods relevant hereto, which constitute per se FDUTPA violations.

93. The Defendants violated Section 507.07(1) of the F.M.A. conducting business as a mover or moving broker, or advertising to engage in the business of moving or offering to move, without being registered with DOACS.

94. Accordingly, the Defendants’ acts and practices described above violates the

Florida Moving Act designed to protect consumers from unfair and deceptive acts or practices, which constitute 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 would likely continue to injure and prejudice the consuming public.

95. The Defendants have violated and will continue to violate the F.M.A., 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.

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

97. The Defendants 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 3

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

98. The Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 77 as if fully set forth hereinafter.

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

100. 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.

101. 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.

102. The Defendants, at various times material hereto, have operated as an 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 above, 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.

103. To protect consumers, the I.T.C. and/or FMCSA Regulations require, among

other things, that:

- a. All advertisements published and used by a household goods motor carrier be “truthful, straightforward, and honest” (§375.207);
- b. 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);
- c. 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));
- d. 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));
- e. 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));
- f. 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
- g. 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);

104. As more fully described in paragraphs 59 through 75, above, during periods material to this Complaint, the Defendants violated the I.T.C. and FMCSA Regulations (including those set forth above) by, among other things:

- a. Publishing and using advertisements that were materially false and misleading;

- b. Providing binding or non-binding estimates to consumer that were materially false and misleading, including as to the services to be provided and charges to be incurred;
- c. Requiring consumer to use a different form of payment at the time of delivery that specified when the estimate was prepared;
- d. 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;
- e. 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
- f. Failing to provide required notice to the individual shipper when a delay in the pick up or delivery of household goods was apparent.

105. Accordingly, the 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.

106. 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.

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

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

108. The Defendants 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. 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(1) of the F.M.A. (conducting business as an intrastate carrier or advertising as such with being registered with DOACS;
 - b. 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 375.207 of the Regulations (false and misleading advertising);
- b. Violating Section 375.271 of the Regulations (form of payment);
- c. Violating Section 375.401 of the Regulations (written estimates);
- d. 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);
- e. Violating Section 375.603 of the Regulations (failure to tender shipment); and
- f. Violating Section 375.405 of the Regulations (failure to notify);

C. AWARD such equitable or other relief as the Court finds appropriate, pursuant to Section 501.207, Florida Statutes.

D. 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.

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

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

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

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

Dated this 27th day of December, 2018.

Respectfully Submitted,

PAMELA JO BONDI
ATTORNEY GENERAL

By: s/ Ronnie Adili
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