

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

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

PLAINTIFF,

v.

CASE NO.

Gold Standard Moving and Storage LLC, a Florida limited liability company; **United American Moving LLC**, a Florida limited liability company; **Razor Van Lines LLC**, a Florida limited liability company; **US Pro Moving and Logistics LLC**, a Florida limited liability company; **Executive Van Lines LLC**, a Delaware limited liability company; **National American Van Lines LLC**, a Florida limited liability company; **Imperial Moving Group LLC dba Simple Path Moving**, a Florida limited liability company; **Spartan Moving and Storage LLC**; a Florida limited liability company; **Southeast Holding LLC**, a Delaware limited liability company; **Southeast Holdings LLC**, a Florida limited liability company; **Charles Gordon Abrams**, an individual; **Daniel J. Metz**, an individual; and **Rudolph Logan Rice**, an individual.

DEFENDANTS.

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COMPLAINT

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (“Plaintiff” or the “Attorney

General”), hereby sues Defendants CHARLES GORDON ABRAMS, an individual (“Abrams”); DANIEL J. METZ, an individual (“Metz”); RUDOLPH LOGAN RICE, an individual (“Rice”) (collectively, the “Individual Defendants”); and further sues UNITED AMERICAN MOVING LLC, a Florida limited liability company; RAZOR VAN LINES LLC, a Florida limited liability company; US PRO MOVING AND LOGISTICS LLC, a Florida limited liability company; GOLD STANDARD MOVING AND STORAGE LLC, a Florida limited liability company; EXECUTIVE VAN LINES LLC, a Delaware limited liability company; NATIONAL AMERICAN VAN LINES LLC, a Florida limited liability company; IMPERIAL MOVING GROUP LLC, a Florida limited liability company; SPARTAN MOVING AND STORAGE LLC, a Florida limited liability company; SOUTHEAST HOLDING LLC, a Delaware limited liability company, and SOUTHEAST HOLDINGS LLC, a Florida limited liability company (collectively, the “Corporate Defendants” and together with the Individual Defendants, the “Defendants”); and alleges as follows:

INTRODUCTION

1. The Attorney General brings this action pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”), and 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, Section 371, et seq. (hereinafter “FMCSA Regulations”), to obtain (a) equitable relief including temporary and permanent injunctions, restitution, disgorgement, and dissolution of an enterprise, (b) civil penalties, (c) attorney’s fees and costs, and (d) any additional statutory, legal, or equitable relief this Honorable Court deems proper.

2. Since at least 2019 and in violation of state and federal law, Defendants in this case have operated a number of moving brokerage companies, holding themselves out to consumers as movers when in fact they are mere brokers that do not conduct moves. Since at least April 2020, Defendants have operated as a common brokerage enterprise (the “Gold Standard Enterprise”), utilizing deceptive marketing and other unfair tactics to secure large up-front deposits from consumers with promises of, *inter alia*, nationwide moves, door-to-door service, professional moving services, and low costs.

3. Defendants violate federal law governing moving brokers¹ by misrepresenting their operations to be that of a carrier² and failing to identify the

¹ The I.T.C., defines the term “broker” as a person, other than a motor carrier or an employee or agent of a motor carrier, that as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation (See §13102(2) of the I.T.C.).

² 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).

actual moving carrier (the “mover”) who will be responsible for the consumer’s move prior to securing the consumer’s large up-front deposit. When Defendants take consumers’ deposits, they do so before knowing what mover(s) will actually perform the move and what the movers’ charges will be.

4. In most instances, the movers who ultimately pick up consumers’ goods do not perform services that reflect the representations made in marketing materials and initial communications with the Gold Standard Enterprise.

5. Defendants represent that consumers’ deposits will cover 30% or more of the total moving estimate for Defendants’ professional door-to-door moving services. But as many consumers find out later, the deposit they paid has no relationship to who will be performing the move and the estimate has no relationship to the ultimate cost.

6. The Gold Standard Enterprise hides its unfair and deceptive tactics by using a myriad of companies when in fact it operates a single call-center that has posed as numerous companies during the relevant time period and continuing as of the filing of this action.

7. The Attorney General brings this action to halt the Defendants’ unlawful acts and practices, and to provide redress for the injuries to consumers that Defendants have caused.

JURISDICTION, VENUE, AND APPLICABLE LAW

8. This action is brought for and on behalf of the State of Florida by the Attorney General pursuant to the provisions of FDUTPA.

9. This action is brought pursuant to Section 501.207(1)(b), Florida Statutes.

10. The Attorney General has conducted an investigation of the matters alleged herein and determined that this enforcement action serves the public interest.

11. This Court has subject-matter and personal jurisdiction pursuant to the provisions of FDUTPA and Section 26.012, Florida Statutes.

12. This Court has subject matter jurisdiction pursuant to the provisions of the FDUTPA. The Attorney General seeks relief in an amount greater than Thirty Thousand Dollars (\$30,000), exclusive of fees and costs.

13. Venue for this action properly lies in the Seventeenth Judicial Circuit pursuant to the provisions of Sections 47.011, 47.021, and 47.501, Florida Statutes.

14. The actions at issue herein accrued in Broward County, Florida, as well as other counties within the State of Florida, and across the country. The Gold Standard Enterprise operated primarily within Broward County, Florida. Upon information and belief, the Individual Defendants reside within Broward County, Florida and Palm Beach County, Florida.

15. The Defendants' actions material to this Complaint have occurred within four (4) years of the filing of this action.

16. At all material times, the Defendants engaged in trade or commerce as defined by Section 501.203(8), Florida Statutes.

17. At all material times, the Defendants directly and indirectly advertised, solicited, provided, offered, or distributed, goods and services to consumers in the State of Florida and across the country.

18. Accordingly, the Defendants are subject to the provisions of FDUTPA.

19. As set forth in greater detail herein, the Individual Defendants controlled or had the authority to control one or more of the Corporate Defendants' operations, or directly participated in one or more of the Corporate Defendants' deceptive acts and practices, or both, and possessed actual or constructive knowledge of all material acts, practices, and activities complained of herein.

20. All conditions precedent to this action have been performed or have occurred.

THE PLAINTIFF

21. The Attorney General is an enforcing authority of FDUTPA pursuant to Section 501.203(2), Florida Statutes, and is authorized to pursue this action to enjoin violations of FDUTPA, as well as to obtain legal, equitable or other

appropriate relief, including restitution, disgorgement of ill-gotten gains, and other relief as may be provided pursuant to Section 501.207, Florida Statutes.

22. The Attorney General is also authorized to seek civil penalties and attorney's fees and costs pursuant to Sections 501.2075, 501.2077, and 501.2105, Florida Statutes.

23. Further, the Attorney General may bring an action to enforce FDUTPA based on a violation of any law, statute, rule, regulation, or ordinance which proscribes unfair, deceptive, or unconscionable acts or practices pursuant to Section 501.207(3)(c). The violations of the I.T.C. and FMCSA Regulations alleged herein violate FDUTPA pursuant to Section 501.207(3)(c).

THE DEFENDANTS

A. The Corporate Defendants

24. **United American Moving LLC** ("United American") is a Florida limited liability company with its principal place of business located at 2700 W Atlantic Blvd, Ste. 204, Pompano Beach, Florida, 33069 (the "Gold Standard Enterprise Address").

25. At all times material hereto, United American marketed, and engaged in the business of providing, moving services to consumers in the state of Florida and elsewhere.

26. Prior to its involvement with the Gold Standard Enterprise, which is alleged in this action to have begun its operations on April 27, 2020, United American operated from April 8, 2019.

27. Individual Defendants Abrams and Metz act as officers or managing members of United American.

28. United American has held and continues to hold itself out to consumers as a mover of household goods.

29. **Razor Van Lines LLC** (“Razor”) is a Florida limited liability company with its principal place of business located at the Gold Standard Enterprise Address.

30. At all times material hereto, Razor marketed and sold moving services to consumers in the state of Florida and elsewhere.

31. Prior to its involvement with the Gold Standard Enterprise, which is alleged in this action to have begun its operations on April 27, 2020, Razor operated from August 16, 2019.

32. Individual Defendants Abrams and Metz act as officers or managing members of Razor. Metz was added as a managing member of Razor on March 5, 2021, during the Gold Standard Enterprise period.

33. Razor has held and continues to hold itself out to consumers as a mover of household goods.

34. **US Pro Moving and Logistics LLC** (“US Pro”) is a Florida limited liability company with its principal place of business located at the Gold Standard Enterprise Address.

35. At all times material hereto, US Pro marketed and sold moving services to consumers in the state of Florida and elsewhere.

36. Prior to its involvement with the Gold Standard Enterprise, which is alleged in this action to have begun its operations on April 27, 2020, US Pro operated from December 19, 2019.

37. Corporate Defendant Southeast Holding LLC acts as a managing member of US Pro through Individual Defendant Rice.

38. On September 4, 2020, US Pro was registered as a foreign limited liability company in Indiana listing Individual Defendants Abrams, Metz, and Rice as its managers.

39. US Pro has held and continues to hold itself out to consumers as a mover of household goods.

40. **Gold Standard Moving and Storage LLC** (“Gold Standard”) is a Florida limited liability company with its principal place of business located at 1771 North State Road 7, Suite 200, Lauderhill, Florida 33313.

41. Gold Standard registered with the Florida Secretary of State a Florida Limited Liability Company on April 27, 2020 and operated from the Gold Standard

Enterprise Address from April 27, 2020 until it moved locations on or about May 6, 2021.

42. The Gold Standard Enterprise began operating from at least April 27, 2020, and at all times relevant to this action has been a member of the Gold Standard Enterprise.

43. On September 29, 2020, Gold Standard was registered as a foreign limited liability company in Indiana listing Individual Defendants Abrams and Metz as its managers.

44. Defendants Abrams, Metz, Southeast Holding LLC, and Rice act as officers or managing members of Gold Standard.

45. On January 1, 2021, Southeast Holding LLC was added as a manager of Gold Standard by Abrams, who signed the annual filing report as “MGR” of Southeast Holding LLC.

46. Gold Standard has held and continues to hold itself out to consumers as a mover of household goods.

47. **Executive Van Lines LLC** (“Executive”) is a Delaware limited liability company, registered to transact business in Florida with its principal place of business located at 7901 4th St N, Ste 300, St. Petersburg, FL 33702.

48. Executive’s principal place of business is a virtual office operated by a corporation services company, Registered Agents Inc.

49. Executive has operated since at least February 23, 2021, and at all times relevant to this action has been a member of the Gold Standard Enterprise.

50. Defendants Abrams and Southeast Holdings LLC, and Rice act as officers or managing members of Executive.

51. Executive has held and continues to hold itself out to consumers as a mover of household goods.

52. **National American Van Lines LLC** (“National American”) is a Florida limited liability company that has conducted business in Florida and Indiana.

53. National American has operated since at least October 7, 2020, and at all times relevant to this action has been a member of the Gold Standard Enterprise.

54. Defendant Metz acts as an officer or managing member of National American Van Lines.

55. The Florida-based entity of National American Van Lines listed Metz’s residence for the business address.

56. National American has held and continues to hold itself out to consumers as a mover of household goods.

57. **Imperial Moving Group LLC dba Simple Path Moving** (“Imperial”) is a Florida limited liability company that has conducted business in Florida.

58. Imperial has operated since at least March 15, 2021, and at all times relevant to this action has been a member of the Gold Standard Enterprise.

59. Defendants Metz and Rice act as officers or managing members of Imperial.

60. Imperial has held and continues to hold itself out to consumers as a mover of household goods.

61. **Spartan Moving and Storage LLC** (“Spartan”) is a Florida limited liability company its principal place of business located at the Gold Standard Enterprise Address.

62. Spartan has operated since at least August 24, 2021 and at all times relevant to this action has been a member of the Gold Standard Enterprise.

63. On November 11, 2021, Spartan was registered as a foreign limited liability company in Indiana.

64. Defendant Metz acts as an officer or managing member of Spartan.

65. Spartan has held and continues to hold itself out to consumers as a mover of household goods.

66. **Southeast Holding LLC** (“Southeast Holding”) is a Delaware limited liability company.

67. Prior to its involvement with the Gold Standard Enterprise, which is alleged in this action to have begun its operations on April 27, 2020, Southeast Holding operated since at least December 18, 2019.

68. Southeast Holding has been a managing member of US Pro since its inception on December 19, 2019. Defendant Rice signed US Pro's articles of incorporation and annual filings as a member or authorized representative of Southeast Holding.

69. Southeast Holding became managing member of Gold Standard on January 14, 2021. Defendant Abrams signed Gold Standard's articles of incorporation and annual filings as a member or authorized representative of Southeast Holding.

70. **Southeast Holdings LLC** ("Southeast Holdings") is a Florida limited liability company with a principal place of business located at the Gold Standard Enterprise Address.

71. Southeast Holdings has operated since at least April 21, 2022, and at all times relevant to this action has been a member of the Gold Standard Enterprise.

72. Defendants Metz and Rice act as officers or managing members of Southeast Holdings since its inception.

73. Southeast Holdings became managing member of Executive on August 27, 2022.

B. The Individual Defendants

74. **Charles Gordon Abrams** is an adult male over the age of twenty-one and is *sui juris*. Upon information and belief, Abrams is not in the military service and currently resides in Palm Beach County, Florida.

75. Defendant Abrams is or has been the officer, director, owner, or manager of multiple entities within the Gold Standard Enterprise, including United American, Razor, US Pro, Gold Standard, and Executive. Abrams is also a manager of Southeast Holding, which is the managing company for the Gold Standard Enterprise members US Pro and Gold Standard.

76. At all material times hereto, Defendant Abrams, whether acting alone or in concert with others, controlled, had the authority to control, and directly participated in the acts and practices of Gold Standard Enterprise set forth in this complaint.

77. Defendant Abrams is involved in the day-to-day operations of the Gold Standard Enterprise. Among other things, Defendant Abrams entered into contracts on behalf of the enterprise.

78. Abrams also has direct contact with consumers and/or has been made aware of consumer complaints regarding the Gold Standard Enterprise.

79. Defendant Abrams has also been interviewed by agents with the FMCSA regarding the Gold Standard Enterprise.

80. **Daniel J. Metz** is an adult male over the age of twenty-one and is *sui juris*. Upon information and belief, Defendant Metz is not in the military service and currently resides in Broward County, Florida.

81. Defendant Metz is or has been the officer, director, owner, or manager of multiple entities within the Gold Standard Enterprise, including but not limited to Defendants United American, Razor, National American, Gold Standard, Imperial, and Spartan. Metz is also a manager of Southeast Holding, the managing company for Gold Standard Enterprise members US Pro and Gold Standard, and Southeast Holdings, the managing company for Executive.

82. At all material times hereto, Defendant Metz, whether acting alone or in concert with others, controlled, had the authority to control, and directly participated in the acts and practices of the Gold Standard Enterprise set forth in this complaint.

83. Defendant Metz is involved in the day-to-day operations of the Gold Standard Enterprise. Among other things, Defendant Metz interacted with federal agents on behalf of the Gold Standard Enterprise and is an authorized signer on one or more Gold Standard Enterprise bank accounts.

84. Metz has direct contact with consumers and/or has been made aware of consumer complaints.

85. Defendant Metz has also been interviewed by agents with the Federal Motor Carrier Safety Administration (“FMCSA”) regarding the Gold Standard Enterprise.

86. **Rudolph Logan Rice** is an adult male over the age of twenty-one and is *sui juris*. Upon information and belief, Defendant Rice is not in the military service and currently resides in Broward County, Florida.

87. Defendant Rice is or has been the officer, director, owner, or manager of numerous entities affiliated with the Gold Standard Enterprise including but not limited to US Pro, Executive, Imperial, and Gold Standard. Rice is also a manager of Southeast Holding, the managing company for Gold Standard Enterprise members US Pro and Gold Standard, and Southeast Holdings, the managing company for Executive.

88. At all material times hereto, Defendant Rice, whether acting alone or in concert with others, controlled, had the authority to control, and directly participated in the acts and practices of the Gold Standard Enterprise set forth in this complaint.

89. Defendant Rice is involved in the day-to-day operations of the Gold Standard Enterprise. Among other things, Defendant Rice is a signatory on bank accounts and registered one or more of the Gold Standard Enterprise companies with FMCSA.

90. Rice has direct contact with consumers and/or has been made aware of consumer complaints about the Gold Standard Enterprise.

**THE ACTS AND PRACTICES OF THE GOLD STANDARD
ENTERPRISE VIOLATE FDUTPA**

91. From April 27, 2020 until the filing of this action, all Defendants, including the Individual Defendants, have participated in a common enterprise that has committed unfair and deceptive acts in violation of FDUTPA.

92. Since April 27, 2020, the Gold Standard Enterprise marketed its various companies as experienced professional movers whose priority is transporting items safely to their destination while ensuring consumers' move is affordable and hassle free.

93. Consumers who hire Defendants after viewing their websites and speaking to a sales representative are assured that they will receive high quality moving services from start to finish from a full-service moving company with years of experience.

94. However, consumers are unknowingly actually speaking to moving brokers who make promises about the services and quality of the movers.

95. In most instances, at the time that consumers pay a deposit to the Gold Standard Enterprise, a specific household mover has not been identified for the particular move, in violation of federal law.

96. In sum, consumers are deceived regarding who they are actually hiring to handle their move, and they have no information about the actual company or individuals that ultimately conduct the move.

97. Typically, consumers only discover that Gold Standard is not going to handle their move when a completely different moving company shows up on pick-up day.

98. When the movers show up at the consumers' homes, they may show up in a U-Haul or other rented truck, may not have the type of truck consumers expected, may not display the federally required DOT# on the truck, and often demand more money than the consumer was quoted by the Gold Standard Enterprise.

99. On their websites, the Gold Standard Enterprise offers the following:

- a. We can take your important belongings from the East Coast all the way to the West Coast...Gold Standard Moving also offers packing and unpacking services...We have all the moving supplies that you need and we'll conveniently bring them to your location... we offer free storage for 30 days...leave your long-distance move to this full-service moving company.

Gold Standard Moving is a full-service moving company ready to make your move as easy as possible...we offer services from packing and unpacking to storage options....

We here at Gold Standard Moving offer FREE storage with our moving truck services for 30 days as a courtesy to our customers. We wouldn't be able to call ourselves a full-service moving company without it. Gold Standard Moving is happy to offer 30 days of free storage with the moving truck services that we provide....

We offer partial and full packing services to help make moving day an easy process. Let's face it: no one is thrilled to pack up their entire home. That is no one except the professional movers at Gold Standard Moving. It can take you days to weeks to pack up all your belongings and even more to unpack them. That's why we here at Gold Standard Moving offer unpacking and packing services. We can have an entire house moved in and out completely within hours....

- Gold Standard [<https://www.goldstandardmoving.com/moving-services/>; <https://www.goldstandardmoving.com/packing-and-unpacking-services/>; <https://www.goldstandardmoving.com/storage/>; <https://www.goldstandardmoving.com/moving-supplies-list-2021>]

- b. With over 10 years of experience in the industry we take pride in our work. We are family owned and operated, reliable experienced people whom you can trust with your most cherished belongings. Many moving companies will tell you the price you want to hear over the phone. Then on the day of the move, that price drastically increased. Don't be a victim to these practices. Starting with a full and complete inventory of your belongings, we will give you an accurate and Binding Estimate ... We are fully insured, and only work with the best in the business. We take the time to disassemble, wrap, and load your items with pride and quality.

- US Pro [<https://web.archive.org/web/20210305163123/https://www.movingpros.org/>]

- c. With over 10 years of experience in the industry we take pride in our work. We are family owned and operated, reliable experienced people whom you can trust with your most cherished belongings. Many moving companies will tell you the price you want to hear over the phone. Then on the day of the move, that price drastically increased. Don't be a victim to these practices. Starting with a full and complete inventory of your belongings, we will give you an accurate and Binding Estimate ... We are fully insured, and only work with the best in the business. We take the time to disassemble, wrap, and load your items with pride and quality.

- Razor [<https://www.razorvanlines.com/>]

- d. With over 10 years of experience in the industry we take pride in our work. We are family owned and operated, reliable experienced people whom you can trust with your most cherished belongings. Many moving companies will tell you the price you want to hear over the phone. Then on the day of the move, that price drastically increased. Don't be a victim to these practices. Starting with a full and complete inventory of your belongings, we will give you an accurate and Binding Estimate ... We are fully insured, and only work with the best in the business. We take the time to disassemble, wrap, and load your items with pride and quality.
- United American [<https://www.unitedamericanmoving.com/>]
- e. Moving is a stressful and sometimes complex process that requires people who understand that they are not just moving furniture, they are moving entire lives. At Moving Pros, our priority is transporting your items safely to their destination while ensuring your move is affordable and hassle-free. Starting with a full and complete inventory of your belongings, we will give you an accurate, and Binding Estimate. Remember, cheaper is not always better when it comes to your valued items. We are fully insured, and only work with the best in the business. We take the time to disassemble, wrap, and load your items with pride and quality.
- National American [<https://www.nationalamerican-vanlines.com/>]
- f. OUR SERVICES...**Packing** We offer full white-glove service.... **Storage** We've got a safe place for your property.... **Transport** Our Movers are the best in the business.... **Insurance** Licensed, bonded, and insured.
- Imperial [<https://www.imperialmovinggroup.com/>]
- g. The hardest part of your moving process will be picking up the phone to contact us. When you do, we'll provide an accurate estimate of our services with no hidden fees. Lucky for you, we don't need to trick our clients into paying more for our services. That's because we've been keeping clients satisfied for over 10 years with our quality services that *are* worth it....

Our mission here at Spartan Moving is to provide high-quality moving services from start to finish. That means we will provide all

the supplies you need for packing, pack up all your items, and even unpack everything so you can relax the moment you step into your new home or workplace.

- Spartan [<https://spartan-moving.com/>]

100. During discussions prior to signing a written estimate, the Gold Standard Enterprise's sales agents fail to inform the consumer that they are a moving broker and not an actual moving carrier.

101. After receiving a binding written estimate from the Gold Standard Enterprise, most consumers pay a deposit to book the move.

102. In some instances, consumers report that movers do not show up to pick up their belongings on the scheduled date promised by the Gold Standard Enterprise, and instead the movers reschedule the pick-up date. This happens because the Gold Standard Enterprise takes the deposit and books the move before identifying a moving carrier who can perform the move on the dates listed in the consumer's contract.

103. Ultimately, on the day of the move, consumers report that a new company – not a member of the Gold Standard Enterprise who they thought would perform their move – arrives to pick up their belongings and perform the move.

104. At this time, many consumers learn that the purportedly “family owned and operated, reliable experienced people whom they can trust with their most cherished belongings” is in reality a moving broker and will not be performing consumer's move.

105. Numerous consumers report that the actual moving carrier that picked up their belongings was unvetted by the Gold Standard Enterprise and operating illegally.

106. Also, on moving day, many consumers report that the moving carrier informs them that the Gold Standard Enterprise's binding written estimate is not accurate because the number of goods being moved is actually much larger, and therefore, the carrier demands more money – sometimes double the estimate.

107. At this point, many consumers report having no option but to continue with the higher priced move. They have important life events – house closings, leases ending, jobs starting, appointments out-of-state – that cannot be rescheduled and depend on the planned move date.

108. The movers selected by the Gold Standard Enterprise prey on consumers' desperation, and the once-responsive Gold Standard Enterprise can often not be reached to straighten out the cost discrepancy.

109. Consumers report that they would not have selected the Gold Standard Enterprise if they had known the accurate price or known that the Gold Standard Enterprise would not be handling the move.

110. Many other consumers unsuccessfully attempt to cancel the move through the Gold Standard Enterprise.

111. Generally, consumers who contact the Gold Standard Enterprise to attempt to cancel their move, including consumers receiving an increased price on moving day, face difficulty in reaching the company regardless of numerous attempts to communicate with the Enterprise.

112. Even consumers who successfully reach the Gold Standard Enterprise in an attempt to cancel their planned move are denied a cancellation or refund.

113. In numerous other instances, the Gold Standard Enterprise falsely informs the consumer that they will receive a refund, but never sends the refund to the consumer.

114. Consumers who seek to cancel the Gold Standard Enterprise's services based on the above misrepresentations, including those who follow the cancellation procedures listed in the Gold Standard Enterprise's lengthy contracts, are ignored and often denied due to obscure and unfair contract technicalities.

115. Unfortunately, consumers' problems do not end once they have agreed to the conditions imposed by the moving carrier. Many consumers report problems with their moves, including broken items, missing items, delays in delivery, and additional costs for delivery. Consumers typically find that the quality of the move is drastically different than what the Gold Standard Enterprise represented and promised, and consumers are shocked to find that the actual terms governing their

move are established by the mover/carrier and do not reflect the agreement they believed they had with the Gold Standard Enterprise.

116. Consumers do not know that their items may not be delivered by the same moving carrier that picked up their items.

117. Unbeknownst to the consumers, their household goods may be put in a storage facility until another carrier is identified to pick up the items and deliver them the rest of the way to the destination. This creates a significant delay as compared to the delivery dates promised by the Gold Standard Enterprise.

DEFENDANTS ACTED AS A COMMON ENTERPRISE
FROM AT LEAST APRIL 27, 2020

118. The Defendants, collectively by and through the various entities identified herein, have operated and functioned as a common enterprise while engaging in the deceptive acts and practices and other violations of law alleged in this Complaint since at least April 27, 2020, when Gold Standard was established.

119. The Corporate Defendants are conducting the business practices described herein through an interrelated network of companies that share office space and employees, commingle funds, coordinate advertising efforts, and operate under common control.

120. According to filings with the Florida Department of State, Gold Standard, United American, Razor, US Pro, Executive (through MGR Southeast

Holdings), Imperial, and Spartan have all operated from 2700 W Atlantic Blvd, Suite 204, Pompano Beach, FL 33069 during overlapping time periods.


121. Similarly, company filings show that Abrams, Metz, and Rice are corporate officers of the various Corporate Defendants as set forth above.

122. Each of the Individual Defendants has authority to control the Gold Standard Enterprise and possesses knowledge of the Enterprises' unfair and deceptive acts and practices.

123. Bank records reveal that the Corporate Defendants intermingle funds and pay the same employees.

124. Defendants' documents reveal that they used company names and phone numbers interchangeably for various company names.

Vanessa Davis
United American Moving/Razor Van Lines
Customer Service Supervisor
Toll-Free #: (888) 291-8448

 RAZOR VAN LINES YOUR MOVE, STRESS FREE	
Binding Moving Estimate Job No:	
RAZOR VAN LINES LLC 2700 W Atlantic Blvd Pompano Beach FL 33069 US DOT: 3359128 MC: 1075376	Customer Rep: Zach Brown Phone: (888) 291-8448 Direct: (754) 241-2858 Fax: (954) 716-7900 Email: zachb@usmovingpros.com Web: https://razorvanlines.com



Binding Moving Estimate		Job No: US7
US Pro Moving & Logistics 333 Southern Blvd #400 West Palm Beach FL 33405 US DOT: 3372590 MC: 1081435	Customer Rep: Phil Greene Phone: (833) 380-8421 Direct: (754) 241-2859 Email: phil@goldstandardmoving.com Web: https://movingpros.org	



Binding Moving Estimate		Reference No: US734
US Pro Moving & Logistics 333 Southern Blvd #400 West Palm Beach FL 33405 US DOT: 3372590 MC: 1081435	Customer Rep: Guy Fischer Phone: (833) 380-8421 Direct: (754) 241-2831 Fax: (954) 716-7900 Email: guy@movingpros.org Web: https://movingpros.org	

125. The Gold Standard Enterprise uses the same website template and identical language in multiple variations of the Gold Standard Enterprise websites.



ABOUT US



OUR GUARANTEE

Our combined relocation experience makes us a leader in the moving industry. We are committed to supporting you throughout the entire moving process. We believe that communication and a personalized moving plan for each client are the key to our continued success.



STRESS-FREE EXPERIENCE

Long-distance moving is a stressful and sometimes complex process that requires people who understand that they are not just moving furniture, they are moving entire lives. At Razor Van Lines, our priority is transporting your items safely to their destination while ensuring your move is affordable and hassle-free.



WE'RE HERE TO HELP

Let us help you relieve the stress of your move, so you can enjoy this new journey in your life. Our experienced professionals handle the packing, labor materials and disassembly on the day of your move. We're here to help you get home. Anywhere, anytime.

[Razor]

US Pro
MOVING AND LOGISTICS

Home Tips Our Services Long-Distance

Long-Distance

OUR GUARANTEE

Our combined relocation experience makes us a leader in the moving industry. We are committed to supporting you throughout the entire moving process. We believe that communication and a personalized moving plan for each client are the key to our continued success.

STRESS-FREE EXPERIENCE

Long-distance moving is a stressful and sometimes complex process that requires people who understand that they are not just moving furniture, they are moving entire lives. At Moving Pro, our priority is transporting your items safely to their destination while ensuring your move is affordable and hassle-free.

WE'RE HERE TO HELP

Let us help you relieve the stress of your move, so you can enjoy this new journey in your life. Our experienced professionals handle the packing, labor materials and disassembly on the day of your move. We're here to help you get home. Anywhere, anytime.

[US Pro]

ABOUT US



OUR GUARANTEE

Our combined relocation experience makes us a leader in the moving industry. We are committed to supporting you throughout the entire moving process. We believe that communication and a personalized moving plan for each client are the key to our continued success.



STRESS-FREE EXPERIENCE

Long-distance moving is a stressful and sometimes complex process that requires people who understand that they are not just moving furniture, they are moving entire lives. At United American Moving, our priority is to get your items transported safely.



WE'RE HERE TO HELP

Let us help you relieve the stress of your move, so you can enjoy this new journey in your life. Our network of experienced professionals handle the packing, labor materials and disassembly on the day of your move. We're here to help you get home. Anywhere, anytime.

WHAT SEPARATES US

With over 10 years of experience in the industry we take pride in our work. We are family owned and operated, reliable, experienced people whom you can trust with your most cherished belongings.

Many moving companies will tell you the price you want to hear over the phone. Then on the day of the move, that price has drastically increased. Don't be a victim of these practices.

Starting with a full and complete inventory of your belongings, we will give you an accurate, and Binding Estimate. Remember, cheaper is not always better when it comes to your valued items.

We are fully insured, and only work with the best in the business. We take the time to disassemble, wrap, and load your items with pride and quality.

Check out our reviews on our google page.

Come join the United American Family!

[United American]

126. As a result of their common enterprise, each Corporate Defendant is jointly and severally liable for the acts and practices alleged herein.

127. In addition, as discussed above and in more detail below, the Individual Defendants have formulated, directed, controlled, had the authority to control, and participated in the acts and practices of the Corporate Defendants that constitute the Gold Standard Enterprise.

128. Accordingly, each Individual Defendant is jointly and severally liable for the acts and practices alleged herein.

129. Individual Defendants also acted in concert in various combinations even before the Gold Standard Enterprise began as set forth above and in the Counts below.

VARIOUS DEFENDANTS ACTED IN CONCERT PRIOR TO THE ESTABLISHMENT OF GOLD STANDARD

130. Prior to the establishment of Gold Standard on April 27, 2020, various combinations of the Defendants acted in concert in violation of FDUTPA as more fully set forth below.

A. United American

131. United American filed its Articles of Organization on April 8, 2019, listing Defendants Abrams and Metz as persons authorized to manage the company.

132. Since 2019, the Attorney General has received over 60 complaints from consumers regarding alleged unfair and deceptive practices committed by United American, and the Attorney General has reviewed over 150 additional complaints

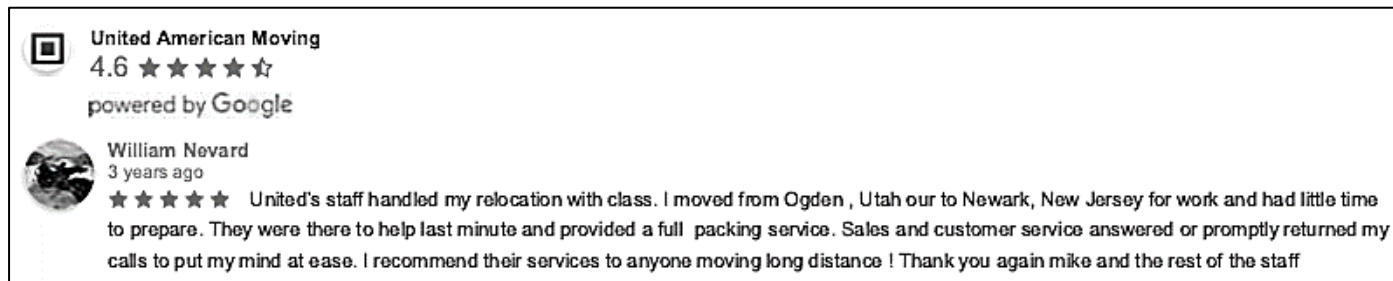
from consumers filed with the Better Business Bureau (“BBB”) during the same time period making similar allegations.

133. Consumers’ complaints follow a general pattern similar to that set forth above regarding the Gold Standard Enterprise. Consumers were misled by website advertising and information provided through sales agents to believe that United American was a moving carrier that would be moving their household goods when in fact United American was a moving broker that would turn over the consumer’s contract to an unknown company.

134. Further, Consumers report high-pressure sales practices by United American call center representatives. They also report that the customer service center was responsive to their questions and concerns up until a deposit was paid. Consumers report being promised “white glove service” and a “professional move”, when in reality, United American had no idea what company would be sent to pick up consumers’ goods. Further, United American provided consumers with low-ball estimates for the move and required consumers to pay a hefty deposit.

135. Consumers were surprised when another company, not United American, showed up on moving day demanding more money to complete the move. Consumers were further surprised when delivery of their household goods was delayed beyond the scheduled time period represented by United American.

136. To assure wary consumers, United American posted fake reviews. For example, the below review of United American was left by one of its former officers.



137. The vast majority of consumers allege transaction dates with United American occurring in 2019 and 2020.

138. United American has been a member of the Gold Standard Enterprise since at least April 27, 2020.

B. Razor

139. Razor filed its Articles of Organization on August 16, 2019, listing Defendant Abrams the person authorized to manage the company. In its annual report filed for 2021, Metz was added as an authorized person.

140. Since 2020, the Attorney General has received over 25 complaints from consumers regarding alleged unfair and deceptive practices committed by Razor, and the Attorney General has reviewed an additional 30 complaints from consumers filed with the BBB during the same time period making similar allegations.

141. Consumers' complaints follow a general pattern similar to that set forth above regarding the Gold Standard Enterprise. Consumers were misled by website advertising and information provided through sales agents to believe that Razor was

a moving carrier that would be moving their household goods when in fact Razor was a moving broker that would turn over the consumer's contract to an unknown company.

142. Further, Consumers report high-pressure sales practices by Razor call center representatives. They also report that the customer service center was responsive to their questions and concerns up until a deposit was paid. Consumers report being promised "white glove service" and a "professional move", when in reality, Razor had no idea what company would be sent to pick up consumers' goods. Further, Razor provided consumers with low-ball estimates for the move and required consumers to pay a hefty deposit.

143. Consumers are surprised when another company, not Razor, shows up on moving day demanding more money to complete the move. Consumers are further surprised when delivery of their household goods is delayed beyond the scheduled time period represented by Razor.

144. The vast majority of consumers allege transaction dates with Razor occurring throughout 2020.

145. Razor has been a member of the Gold Standard Enterprise since at least April 27, 2020.

C. US Pro

146. US Pro filed its Articles of Organization on December 19, 2019, listing Defendant Southeast Holding, a Delaware limited liability company, as the manager. The organization documents were signed by Rice. The corporate offices of Southeast Holding are listed as 8 THE GREEN STE A, Dover, DE 19901.

147. Corporate records list US Pro's principal address as 333 Southern Blvd. #401, West Palm Beach, FL 33405 from December 19, 2019 until July 20, 2020 when it was changed to The Gold Standard Enterprise Address.

148. Since 2020, the Attorney General has received close to 100 complaints from consumers regarding alleged unfair and deceptive practices committed by US Pro, and the Attorney General has reviewed over 300 additional complaints from consumers filed with the BBB during the same time period making similar allegations.

149. Consumers' complaints follow a general pattern similar to that set forth above regarding the Gold Standard Enterprise. Consumers were misled by website advertising and information provided through sales agents to believe that US Pro was a moving carrier that would be moving their household goods when in fact US Pro was a moving broker that would turn over the consumer's contract to an unknown company.

150. Further, Consumers report high-pressure sales practices by US Pro call center representatives. They also report that the customer service center was responsive to their questions and concerns up until a deposit was paid. Consumers report being promised “white glove service” and a “professional move”, when in reality, US Pro had no idea what company would be sent to pick up consumers’ goods. Further, US Pro provided consumers with low-ball estimates for the move and required consumers to pay a hefty deposit.

151. Consumers are surprised when another company, not US Pro, shows up on moving day demanding more money to complete the move. Consumers are further surprised when delivery of their household goods is delayed beyond the scheduled time period represented by US Pro.

152. The vast majority of consumers allege transaction dates with US Pro occurring from Fall 2020 and throughout 2021.

153. US Pro has been a part of the Gold Standard Enterprise since at least April 27, 2020.

FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

154. Section 501.204(1), Florida Statutes states 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.”

155. 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.

156. Section 501.203(8), Florida Statutes, defines “[t]rade or commerce” as:

the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. “Trade or commerce” shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.

157. The provisions of FDUTPA shall be “construed liberally” to promote and “protect 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.” Fla. Stat. § 501.202.

158. A person that willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of Ten Thousand Dollars (\$10,000) for each such violation, pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation victimizing a senior citizen, pursuant to Section 501.2077, Florida Statutes. Willful violations occur when the person knew or should

have known that the conduct in question was deceptive or unfair or prohibited by rule, pursuant to Section 501.2075, Florida Statutes.

159. Under FDUTPA, once corporate liability is established, an individual defendant may be individually liable if he participated directly in the deceptive or unfair practices or acts, or he possessed the authority to control them.

FMCSA REGULATIONS, 49 C.F.R. Part 371
BROKERS OF PROPERTY

Subpart A – General Requirements

160. 49 C.F.R., Subtitle B, Chapter III, Subchapter B, Part 371 sets forth the FMCSA Regulations relating to brokers of property. Section 371.1 specifically provides that: “This part applies, to the extent provided therein, to all brokers of transportation by motor vehicle as defined in 49 C.F.R. § 371.2.

161. 49 C.F.R. § 371.2(a) defines a broker as a person who, for compensation, arranges, or offers to arrange, the transportation of property by an authorized motor carrier.

162. 49 CF.R. § 371.7(b) prohibits a broker from directly or indirectly, representing its operations to be that of a carrier; it further requires that any advertising by a broker shall show the broker status of the operation.

163. Further, Federal law provides that “[a] broker shall not, directly or indirectly, represent its operations to be that of a carrier. Any advertising shall show the broker status of the operation.” 49 C.F.R. § 371.7.

Subpart B - Special Rules for Household Good Brokers

164. The Special Rules for Household Brokers set forth in 49 C.F.R., Subtitle B, Chapter III, Subchapter B, Part 371, Subpart B provides several relevant instructions to brokers.

165. Rule 371.107 states:

(a) You must prominently display in your advertisements and Internet Web homepage(s) the physical location(s) (street or highway address, city, and State) where you conduct business.

(b) You must prominently display your U.S. DOT registration number(s) and MC license number issued by the FMCSA in your advertisements and Internet Web homepage(s).

(c) You must prominently display in your advertisements and Internet Web site(s) your status as a household goods broker and the statement that you will not transport an individual shipper's household goods, but that you will arrange for the transportation of the household goods by an FMCSA-authorized household goods motor carrier, whose charges will be determined by its published tariff.

(d) If you provide estimates on any carrier's behalf pursuant to § 371.113(b), you must prominently display in your Internet Web site(s) that the estimate must be based on the carrier's tariff and that the carrier is required to make its tariff available for public inspection upon a reasonable request.

(e) You may only include in your advertisements or Internet Web site(s) the names or logos of FMCSA-authorized household goods motor carriers with whom you have a written agreement as specified in § 371.115 of this part.

166. Rule 371.109 states:

(a) You must provide to each potential individual shipper who contacts you a list of all authorized household goods motor carriers you use, including their U.S. DOT registration number(s) and MC license numbers.

(b) You must provide to each potential individual shipper who contacts you a statement indicating that you are not a motor carrier authorized by the Federal Government to transport the individual shipper's household goods, and you are only arranging for an authorized household goods motor carrier to perform the transportation services and, if applicable, additional services.

167. Rule 371.113 states:

(a) You may provide each individual shipper with an estimate of transportation and accessorial charges. If you provide an estimate, it must be in writing and must be based on a physical survey of the household goods conducted by the authorized motor carrier on whose behalf the estimate is provided. The estimate must be prepared in accordance with a signed, written agreement, as specified in § 371.115.

(b) You must base your estimate upon the published tariffs of the authorized motor carrier who will transport the shipper's household goods.

(c) (1) A shipper may elect to waive the physical survey required in paragraph (a) of this section by written agreement signed by the shipper before the shipment is loaded.

(2) The household goods broker must explain the physical survey waiver agreement to the individual shipper in plain English. The physical survey waiver agreement must be printed on the written estimate and must be printed at no less than 7–point font size and with the font typeface Universe.

(3) A copy of the waiver agreement must be retained as an addendum to the bill of lading and is subject to the same record inspection and preservation requirements as are applicable to bills of lading.

(d) You must keep the records required by this section for three years following the date you provide the written estimate for an individual shipper who accepts the estimate and has you procure the transportation.

COUNT I
AGAINST ALL DEFENDANTS
(Violation of Florida Deceptive and Unfair Trade Practices Act)

168. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1 through 129 and 154 through 159 as if fully set forth herein.

169. As set forth above, the Gold Standard Enterprise Defendants, which includes all Defendants in this action, have engaged in acts or practices that have a tendency to mislead, and do mislead, consumers who reasonably believe the Defendants are carriers who will provide high quality moving services.

170. The Gold Standard Enterprise Defendants, individually and collectively through their common enterprise, have violated and will continue to violate FDUTPA, by among other things, using deceptive and unfair trade practices in the advertising and sale of moving services.

171. The Gold Standard Enterprise Defendants also willfully engaged in deceptive and unfair conduct because they continued soliciting deposits for moving services that they knew they were unable to fulfill as advertised.

172. The Individual Defendants controlled or had the authority to control the common enterprise's operations, directly participated in the common enterprise's deceptive acts and practices and possessed actual or constructive knowledge of the material acts, practices, and activities, as set forth in this Complaint.

173. Through the actions and related business practices set forth in this Complaint, the Gold Standard Enterprise Defendants are engaging in representations, acts, practices or omissions that are material, and that are likely to mislead consumers acting reasonably under the circumstances.

174. Through the actions and related business practices set forth in this Complaint, the Gold Standard Enterprise Defendants have engaged in acts or practices in trade or commerce that shock the conscience.

175. Through the actions and related business practices set forth in this Complaint, the Gold Standard Enterprise Defendants have engaged in acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

176. Through the actions and related business practices set forth in this Complaint, the Gold Standard Enterprise Defendants have engaged in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable by the consumers themselves and is not outweighed by countervailing benefits to consumers or competition.

177. Accordingly, the Gold Standard Enterprise Defendants have engaged and are engaged in unfair or deceptive acts or unconscionable practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

178. The Gold Standard Enterprise Defendants are subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars (\$10,000) for each violation pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize, a senior citizen pursuant to Section 501.2077, Florida Statutes.

179. The Gold Standard Enterprise Defendants willfully engaged in, and could continue to engage in, deceptive and unfair acts and practices in that they knew or should have known that the methods, acts, or practices alleged herein were and are unfair, deceptive, unconscionable and prohibited by law.

180. These above-described acts and practices of the Gold Standard Enterprise Defendants have caused substantial injury to the public and will likely continue to cause injury and prejudice the public.

181. Unless the Gold Standard Enterprise Defendants are permanently enjoined from engaging further in the acts and practices contained herein, the continued activities of the Gold Standard Enterprise Defendants will result in irreparable injury to the public and consumers in the State of Florida and elsewhere for which there is no adequate remedy at law.

COUNT II
AGAINST ALL DEFENDANTS
(Violation of FDUTPA Based on Violation of FMSCA Regulations)

182. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1 through 129 and 154 through 167 as if fully set forth herein.

183. Section 501.203(3), Florida Statutes, establishes that a violation of (a) Any rules promulgated pursuant to the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. ss. 41 et seq.; (b) The standards of unfairness and deception set forth and interpreted by the Federal Trade Commission or the federal courts; or (c) Any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices, constitutes a violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

184. The Gold Standard Enterprise, which includes all Defendants in this action, at various times material hereto, has operated as a broker and was required to follow all of the regulations set forth in 49 C.F.R Part 371 of the FMCSA Regulations. (See §375.101 of the FMCA Regulations). As described above, the Gold Standard Enterprise Defendants violated the provisions of FMCSA Regulations during the time period relevant hereto, which in turn constitute FDUTPA violations.

185. During the time period of April 27, 2020 to present, the Gold Standard Enterprise Defendants violated the I.T.C. and FMCSA Regulations by failing to prominently disclose their status as a mere broker and not a household goods carrier under federal law, and further by providing estimates that were not based upon the published tariff of the carrier who would transport the household goods.

186. Accordingly, the Gold Standard Enterprise's 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 violations of FDUTPA, and subject the Gold Standard Enterprise to the penalties and remedies provided therein for such violations.

187. Numerous consumers within the State of Florida and elsewhere have been injured by the acts and practices of Gold Standard Enterprise alleged herein, which will likely continue to injure and prejudice the consuming public.

188. The Gold Standard Enterprise Defendants have violated and will continue to violate I.T.C. and related FMCSA Regulations in connection with the marketing, selling and/or providing of moving services, as described above. The Gold Standard Enterprise 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.

189. The Gold Standard Enterprise Defendants are liable for injunctive and other equitable relief (including restitution).

190. The above-described acts and practices of the Gold Standard Enterprise Defendants have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless the Gold Standard Enterprise is permanently enjoined from engaging further in the acts and practices contained herein, the continued activities of the Gold Standard Enterprise will result in irreparable injury to the public and consumers in the State of Florida and elsewhere for which there is no adequate remedy at law.

191. Each Individual Defendant is liable jointly and individually as they participated in, controlled and/or possessed the authority to control the acts and practices of the Corporate Defendants.

192. The Gold Standard Enterprise Defendants are liable 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 it willfully engaged in, as set forth above, that is found to be in violation of the I.T.C. and related FMCSA Regulations, which constitutes a violation of FDUTPA pursuant to Section 501.207(3)(c), Florida Statutes.

COUNT III
AGAINST UNITED AMERICAN MOVING LLC,
CHARLES GORDAN ABRAMS, AND DANIEL J. METZ
(Violation of Florida Deceptive and Unfair Trade Practices Act)

193. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1 through 28, 74 through 85, 131 through 138, and 154 through 159 as if fully set forth herein.

194. As set forth above, since approximately April 18, 2019, until April 27, 2020, United American, Abrams, and Metz (collectively, “United American Defendants”) have engaged in acts or practices that mislead consumers who reasonably believed the United American Defendants were carriers providing high quality moving services.

195. The United American Defendants have violated and will continue to violate FDUTPA, by among other things, using deceptive and unfair trade practices in the advertising and sale of moving services.

196. The United American Defendants also willfully engaged in deceptive and unfair conduct because they continued soliciting deposits for moving services that they knew they were unable to fulfill as advertised.

197. Abrams and Metz controlled or had the authority to control the United American’s operations, directly participated in the deceptive acts and practices and possessed actual or constructive knowledge of the material acts, practices, and activities, as set forth in this Complaint.

198. Through the actions and related business practices set forth in this Complaint, the United American Defendants have engaged in representations, acts, practices or omissions that are material, and that are likely to mislead consumers acting reasonably under the circumstances.

199. Through the actions and related business practices set forth in this Complaint, the United American Defendants have engaged in acts or practices in trade or commerce that shock the conscience.

200. Through the actions and related business practices set forth in this Complaint, the United American Defendants have engaged in acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

201. Through the actions and related business practices set forth in this Complaint, the United American Defendants have engaged in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable by the consumers themselves and is not outweighed by countervailing benefits to consumers or competition.

202. Accordingly, the United American Defendants have engaged and are engaged in unfair or deceptive acts or unconscionable practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

203. The United American Defendants are subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars (\$10,000) for each violation pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize, a senior citizen pursuant to Section 501.2077, Florida Statutes.

204. The United American Defendants willfully engaged in, and could continue to engage in, deceptive and unfair acts and practices in that they knew or should have known that the methods, acts, or practices alleged herein were and are unfair, deceptive, unconscionable and prohibited by law.

205. These above-described acts and practices of the United American Defendants have caused substantial injury to the public and will likely continue to cause injury and prejudice the public.

206. Unless the United American Defendants are permanently enjoined from engaging further in the acts and practices contained herein, the continued activities of the United American Defendants will result in irreparable injury to the public and consumers in the State of Florida and elsewhere for which there is no adequate remedy at law.

COUNT IV
AGAINST UNITED AMERICAN MOVING LLC,
CHARLES GORDAN ABRAMS, AND DANIEL J. METZ
(Violation of FDUTPA based on Violation of FMSCA Regulations)

207. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1 through 28, 74 through 85, 131 through 138, and 154 through 167 as if fully set forth herein.

208. Section 501.203(3), Florida Statutes, establishes that a violation of (a) Any rules promulgated pursuant to the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. ss. 41 et seq.; (b) The standards of unfairness and deception set forth and interpreted by the Federal Trade Commission or the federal courts; or (c) Any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices, constitutes a violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

209. Since approximately April 18, 2019, until April 27, 2020, United American, Abrams, and Metz (collectively, “United American Defendants”), have operated as a broker and were required to follow all of the regulations set forth in 49 C.F.R Part 371 of the FMCSA Regulations. (See §375.101 of the FMCA Regulations). As described above, the United American Defendants violated the

provisions of FMCSA Regulations during the time period relevant hereto, which in turn constitute FDUTPA violations.

210. During the time period of April 18, 2019, until April 27, 2020, the United American Defendants violated I.T.C. and FMCSA Regulations by failing to prominently disclose their status as a mere broker and not a household goods carrier under federal law and further by providing estimates that were not based upon the published tariff of the carrier who would transport the household goods.

211. Accordingly, the United American 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 violations of FDUTPA, and subject the United American Defendants to the penalties and remedies provided therein for such violations.

212. Numerous consumers within the State of Florida and elsewhere have been injured by the acts and practices of the United American Defendants alleged herein, which will likely continue to injure and prejudice the consuming public.

213. The United American 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 United American 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.

214. The United American Defendants are liable for injunctive and other equitable relief (including restitution).

215. The above-described acts and practices of the United American Defendants have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless the United American Defendants are permanently enjoined from engaging further in the acts and practices contained herein, the continued activities of the United American Defendants will result in irreparable injury to the public and consumers in the State of Florida and elsewhere for which there is no adequate remedy at law.

216. Abrams and Metz are liable jointly and individually as they participated in, controlled and/or possessed the authority to control the acts and practices of the United American.

217. The United American Defendants are liable 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 it willfully engaged in, as set forth above, that are found to be in violation of the I.T.C. and related FMCSA Regulations, which constitutes a violation of FDUTPA pursuant to Section 501.207(3)(c), Florida Statutes.

COUNT V
AGAINST RAZOR VAN LINES LLC AND CHARLES GORDAN ABRAMS
(Violation of Florida Deceptive and Unfair Trade Practices Act)

218. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1 through 23, 29 through 33, 74 through 79, 139 through 145, and 154 through 159 as if fully set forth herein.

219. As set forth above, since approximately August 16, 2019, until April 27, 2020, Razor and Abrams (collectively, the “Razor Defendants”) have engaged in acts or practices that mislead consumers who reasonably believed the Razor Defendants were carriers providing high quality moving services.

220. The Razor Defendants have violated and will continue to violate FDUTPA, by among other things, using deceptive and unfair trade practices in the advertising and sale of moving services.

221. The Razor Defendants also willfully engaged in deceptive and unfair conduct because they continued soliciting deposits for moving services that they knew they were unable to fulfill as advertised.

222. Abrams controlled or had the authority to control the Razor’s operations, directly participated in the deceptive acts and practices and possessed actual or constructive knowledge of the material acts, practices, and activities, as set forth in this Complaint.

223. Through the actions and related business practices set forth in this Complaint, the Razor Defendants have engaged in representations, acts, practices or omissions that are material, and that are likely to mislead consumers acting reasonably under the circumstances.

224. Through the actions and related business practices set forth in this Complaint, the Razor Defendants have engaged in acts or practices in trade or commerce that shock the conscience.

225. Through the actions and related business practices set forth in this Complaint, the Razor Defendants have engaged in acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

226. Through the actions and related business practices set forth in this Complaint, the Razor Defendants have engaged in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable by the consumers themselves and is not outweighed by countervailing benefits to consumers or competition.

227. Accordingly, the Razor Defendants have engaged and are engaged in unfair or deceptive acts or unconscionable practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

228. The Razor Defendants are subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars (\$10,000) for each violation pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize, a senior citizen pursuant to Section 501.2077, Florida Statutes.

229. The Razor Defendants willfully engaged in, and could continue to engage in, deceptive and unfair acts and practices in that they knew or should have known that the methods, acts, or practices alleged herein were and are unfair, deceptive, unconscionable and prohibited by law.

230. These above-described acts and practices of the Razor Defendants have caused substantial injury to the public and will likely continue to cause injury and prejudice the public.

231. The Razor Defendants are permanently enjoined from engaging further in the acts and practices contained herein, the continued activities of the Razor Defendants will result in irreparable injury to the public and consumers in the State of Florida and elsewhere for which there is no adequate remedy at law.

COUNT VI
AGAINST RAZOR VAN LINES LLC AND CHARLES GORDAN ABRAMS
(Violation of FDUTPA based on Violation of FMSCA Regulations)

232. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1 through 23, 29 through 33, 74 through 79, 139 through 145, and 154 through 167 as if fully set forth herein.

233. Section 501.203(3), Florida Statutes, establishes that a violation of (a) Any rules promulgated pursuant to the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. ss. 41 et seq.; (b) The standards of unfairness and deception set forth and interpreted by the Federal Trade Commission or the federal courts; or (c) Any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices, constitutes a violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

234. Since approximately August 16, 2019, until April 27, 2020, Razor and Abrams (collectively, the “Razor Defendants”), have operated as a broker and were required to follow all of the regulations set forth in 49 C.F.R Part 371 of the FMCSA Regulations. (See §375.101 of the FMCA Regulations). As described above, Razor Defendants violated the provisions of FMCSA Regulations during the time period relevant hereto, which in turn constitute FDUTPA violations.

235. During the time period of August 16, 2019, until April 27, 2020, the Razor Defendants violated the I.T.C. and FMCSA Regulations by failing to prominently disclose their status as a mere broker and not a household goods carrier under federal law and further by providing estimates that were not based upon the published tariff of the carrier who would transport the household goods.

236. Accordingly, the Razor 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 violations of FDUTPA, and subject the Razor Defendants to the penalties and remedies provided therein for such violations.

237. Numerous consumers within the State of Florida and elsewhere have been injured by the acts and practices of Razor Defendants alleged herein, which will likely continue to injure and prejudice the consuming public.

238. The Razor 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. Razor 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.

239. The Razor Defendants are liable for injunctive and other equitable relief (including restitution).

240. The above-described acts and practices of the Razor Defendants have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless Razor Defendants are permanently enjoined from engaging further in the acts and practices contained herein, the continued activities of the Razor Defendants will result in irreparable injury to the public and consumers in the State of Florida and elsewhere for which there is no adequate remedy at law.

241. Abrams is liable jointly and individually as he participated in, controlled and/or possessed the authority to control the acts and practices of the Razor.

242. Razor Defendants are liable 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 it willfully engaged in, as set forth above, that are found to be in violation of the I.T.C. and related FMCSA Regulations, which constitutes a violation of FDUTPA pursuant to Section 501.207(3)(c), Florida Statutes.

COUNT VII
AGAINST US PRO MOVING AND LOGISTICS LLC
AND RUDOLPH LOGAN RICE
(Violation of Florida Deceptive and Unfair Trade Practices Act)

243. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1 through 23, 34 through 39, 86 through 90, 146 through 159 as if fully set forth herein.

244. As set forth above, since approximately December 19, 2019, until April 27, 2020, US Pro and Rudolph Logan Rice (collectively, the “US Pro Defendants”) have engaged in acts or practices that mislead consumers who reasonably believed the US Pro Defendants were carriers providing high quality moving services.

245. The US Pro Defendants have violated and will continue to violate FDUTPA, by among other things, using deceptive and unfair trade practices in the advertising and sale of moving services.

246. The US Pro Defendants also willfully engaged in deceptive and unfair conduct because they continued soliciting deposits for moving services that they knew they were unable to fulfill as advertised.

247. Rice controlled or had the authority to control the US Pro’s operations, directly participated in the deceptive acts and practices and possessed actual or constructive knowledge of the material acts, practices, and activities, as set forth in this Complaint.

248. Through the actions and related business practices set forth in this Complaint, the US Pro Defendants have engaged in representations, acts, practices

or omissions that are material, and that are likely to mislead consumers acting reasonably under the circumstances.

249. Through the actions and related business practices set forth in this Complaint, the US Pro Defendants have engaged in acts or practices in trade or commerce that shock the conscience.

250. Through the actions and related business practices set forth in this Complaint, the US Pro Defendants have engaged in acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

251. Through the actions and related business practices set forth in this Complaint, the US Pro Defendants have engaged in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable by the consumers themselves and is not outweighed by countervailing benefits to consumers or competition.

252. Accordingly, the US Pro Defendants have engaged and are engaged in unfair or deceptive acts or unconscionable practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

253. The US Pro Defendants are subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars (\$10,000) for each violation pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand

Dollars (\$15,000) for each violation that victimized or attempted to victimize, a senior citizen pursuant to Section 501.2077, Florida Statutes.

254. The US Pro Defendants willfully engaged in, and could continue to engage in, deceptive and unfair acts and practices in that they knew or should have known that the methods, acts, or practices alleged herein were and are unfair, deceptive, unconscionable and prohibited by law.

255. These above-described acts and practices of the US Pro Defendants have caused substantial injury to the public and will likely continue to cause injury and prejudice the public.

256. The US Pro Defendants are permanently enjoined from engaging further in the acts and practices contained herein, the continued activities of US Pro Defendants will result in irreparable injury to the public and consumers in the State of Florida and elsewhere for which there is no adequate remedy at law.

COUNT VIII
AGAINST US PRO MOVING AND LOGISTICS LLC
AND RUDOLPH LOGAN RICE
(Violation of FDUTPA based on Violation of FMSCA Regulations)

257. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1 through 23, 34 through 39, 86 through 90, 146 through 167 as if fully set forth herein.

258. Section 501.203(3), Florida Statutes, establishes that a violation of (a) Any rules promulgated pursuant to the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. ss. 41 et seq.; (b) The standards of unfairness and deception set forth and

interpreted by the Federal Trade Commission or the federal courts; or (c) Any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices, constitutes a violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

259. Since approximately December 19, 2019, until April 27, 2020, US Pro and Rice (collectively, the “US Pro Defendants”), have operated as a broker and were required to follow all of the regulations set forth in 49 C.F.R Part 371 of the FMCSA Regulations. (See §375.101 of the FMCA Regulations). As described above, the US Pro Defendants violated the provisions of FMCSA Regulations during the time period relevant hereto, which constitute FDUTPA violations.

260. During the time period of approximately December 19, 2019, until April 27, 2020, the US Pro Defendants violated the I.T.C. and FMCSA Regulations by failing to prominently disclose their status as a mere broker and not a household goods carrier under federal law and further by providing estimates that were not based upon the published tariff of the carrier who would transport the household goods.

261. Accordingly, the US Pro 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 in turn constitute violations of FDUTPA, and subject the US Pro Defendants to the penalties and remedies provided therein for such violations.

262. Numerous consumers within the State of Florida and elsewhere have been injured by the acts and practices of US Pro Defendants alleged herein, which will likely continue to injure and prejudice the consuming public.

263. The US Pro 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. US Pro 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.

264. The US Pro Defendants are liable for injunctive and other equitable relief (including restitution).

265. The above-described acts and practices of the US Pro Defendants have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless US Pro Defendants are permanently enjoined from engaging further in the acts and practices contained herein, the continued activities of the US Pro Defendants will result in irreparable injury to the public and consumers in the State of Florida and elsewhere for which there is no adequate remedy at law.

266. Rice is liable jointly and individually as he participated in, controlled and/or possessed the authority to control the acts and practices of US Pro.

267. The US Pro Defendants are liable 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 it willfully engaged in, as set forth above, that are found to be in violation of the I.T.C. and related FMCSA Regulations, which constitutes a violation of FDUTPA pursuant to Section 501.207(3)(c), Florida Statutes.

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 against the Defendants and in favor of Plaintiff for each Count alleged in this Complaint;

B. GRANT permanent injunctive relief against 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 to prevent future FDUTPA violations;

C. Permanently ENJOIN Defendants and their officers, affiliates, agents, employees, attorneys and those persons in active concert or participation with them who receive actual notice of this injunction from directly or indirectly owning,

controlling, having authority to control, participating in, assisting with, or receiving any benefit from any business, organization, entity or individual who provides any services related to household goods moving services, including but not limited to household goods brokerage.

D. Permanently ENJOIN Defendants and their officers, affiliates, agents, employees, attorneys and those persons in active concert or participation with them who receive actual notice of this injunction from conducting any business from within the State of Florida related to the household goods moving industry or related brokerage, including but not limited to conducting sales, marketing, advertising, or otherwise soliciting consumers; offering to broker household moving services; accepting payments for any services related to the household goods moving industry or related brokerage; brokering, facilitating, or otherwise participating in the conducting of moves, deliveries, or dispatch services. Each Defendant would further be enjoined from assisting others in any of the above-enumerated activities.

E. AWARD relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of FDUTPA, including but not limited to, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies;

F. ASSESS civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by Section 501.2075, Fla. Stat., or Fifteen Thousand

Dollars (\$15,000.00) for victimized senior citizens and military service members as prescribed by Section 501.2077, Fla. Stat., for each act or practice found to be in violation of FDUTPA;

G. AWARD attorneys' fees and costs pursuant to Section 501.2075, Fla. Stat., or as otherwise authorized by law;

H. AWARD such equitable or other relief as is just and appropriate pursuant to Section 501.207, Fla. Stat.; and

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

Dated this 8th day of December 2022.

Respectfully Submitted,

ASHLEY MOODY
Attorney General of the State of Florida
/s/ Josie A. Warren

By: Josie A. Warren
Senior Assistant Attorney General
Fla. Bar No. 118956
Josie.Warren@myfloridalegal.com

Pooneh Charkhian-Martinez
Assistant Attorney General
Fla. Bar No. 105080
Pooneh.CharkhianMartinez@myfloridalegal.com

Consumer Protection Division
Office of the Attorney General
1515 N. Flagler Drive, Suite 900
West Palm Beach, FL 33401
Tel: (561) 837-5007

Sasha Funk Granai
Deputy Director, Consumer Protection

Fla. Bar No. 96648
Sasha.FunkGranai@myfloridalegal.com
3705 E. Frontage Road, Suite 325
Tampa, FL 33607
Tel: (813) 287-7950