

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE18029679 DIVISION: 25 JUDGE: Phillips, Carol-Lisa (25)

Office of the Attorney General, State of Florida, Department of Legal Affairs

Plaintiff(s) / Petitioner(s)

v.

Top Movers Inc , et al

Defendant(s) / Respondent(s)

_____ /

Final Judgment

On April 25, 2022 until April 29, 2022, came the Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs (the “Attorney General”) by and through Special Counsel, Ellen Lyons, Assistant Tampa Bureau Chief, Jennifer Pinder, and Deputy Director of Consumer Protection Sasha Funk Granai, and Defendants, ALL USA VAN LINES INC, d/b/a Interstate Movers and Moving Group; MOVING GROUP, INC, 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 and Movers; Long Distance Movers and Household Van Lines, a Florida corporation; TRANSWORLD MOVERS INC, d/b/a Nationwide Movers-Long Distance Movers, a Florida corporation; EMOVING COMPANY, a Florida corporation d/b/a Nationwide Moving Services-Long Distance Movers and Nationwide Moving Services; and OHAD GUZI, a/k/a CHAD CUZI, an individual (together, the “Defendant Enterprise” or “Defendants”), by and through counsel Peter J. Solnick, for a bench trial before the Honorable Carol-Lisa Phillips on Plaintiff’s Complaint for

Injunctive Relief, Equitable Restitution, Civil Penalties and Other Statutory Relief (the “Complaint”).

The Complaint alleged violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”); FDUTPA violations under Chapter 507, Florida Statutes, governing intrastate Household Moving Services (the “Florida Moving Act”); and further FDUTPA violations pursuant to Section 501.203(3)(c) pursuant to violations of Title 49 U.S.C., Subtitle IV, Part B (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 350-399 (the “FMCSA Regulations). Having previously granted the Attorney General’s Motion for Partial Summary Judgment as to Common Enterprise on March 11, 2022; having granted the Attorney General’s Motion in Limine to Admit Consumer Complaints and Sworn Consumer Complaints as Evidence of a Material Fact Pursuant to Section 501.207(7), Florida Statutes, having considered the evidence presented at trial, and having heard argument of counsel, the Court is fully advised of the matters presented and ORDERS AND ADJUDGES as follows:

BACKGROUND

1. On December 27, 2018, the Attorney General filed its Complaint alleging violations of FDUTPA, FDUTPA violations under the Florida Moving Act, as well as violations pursuant to Section 501.203(3)(c), Florida Statutes, due to violations of the Interstate Transportation Code and the FMCSA Regulations.

2. Defendant ALL USA VAN LINES, INC. (“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.^[1]

3. Defendant MOVING GROUP, INC. (“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.[\[2\]](#)

4. Defendant TOP MOVERS INC. (“TOP MOVERS”) is a Florida for profit corporation with its principal 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.[\[3\]](#)

5. Defendant GUZI’S INVESTMENTS, LLC (“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.[\[4\]](#)

6. Defendant CROSS COUNTRY MOVERS LLC ("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.[\[5\]](#)

7. Defendant 24/7 MOVING SERVICES, INC. ("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.[\[6\]](#)

8. Defendant TRANSWORLD MOVERS INC. ("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.[\[7\]](#)

9. 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.^[8]

10. Defendant OHAD E. Guzi, a/k/a Chad Cuzi (“Ohad Guzi” or “Guzi”), is an adult, natural person who, resides in Broward County, Florida. At all times material to the allegations in this action, he participated in, controlled, and possessed the authority to control the acts and practices of the Defendant Enterprise, and he also possessed actual and constructive knowledge of all material acts and practices.

11. At the trial commencing April 25, 2022, the Court heard the testimony of five (5) consumer witnesses called by Plaintiff, two investigators who worked on this matter for the Office of the Attorney General, an investigator from the Florida Department of Agriculture and Consumer Services (“DOACS”), an investigator from FMCSA, and a representative from the Better Business Bureau. The Court also heard deposition clips and live testimony from Defendant, Ohad Guzi.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. This Court has jurisdiction over this matter and each of the Defendants, and venue is proper in this Circuit.

13. Defendants were all properly served with the Complaint as reflected in the Court’s docket.

14. At all times material hereto, the Defendant Enterprise was engaged in “trade or commerce” as defined in Section 501.203(8), Florida Statutes.

15. Plaintiff, Attorney General, is an enforcing authority of FDUTPA pursuant to Section 501.203(2), Florida Statutes, and is authorized to seek penalties as well as monetary, equitable, and injunctive relief. §§ 501.207(1)(b); 501.207(3).

16. According to the record evidence^[9] as corroborated by the live testimony of Defendant Guzi, Defendants conducted business in the State of Florida from January 2015 through and including April 30, 2018.^[10]

17. At all times material hereto, Defendants operated as a common enterprise,^[11] which the Court finds includes Defendants Top Movers, Inc.,^[12] 24/7 Moving Services, Inc.,^[13] and EMoving Company.^[14] Those three companies were not subject to the Order Granting Plaintiff's Motion for Partial Summary Judgment as to Common Enterprise entered March 11, 2022, but are deemed to be part of the Defendant Enterprise.

18. At all times material to the allegations in this Complaint, Guzi participated in, controlled and/or possessed the authority to control the acts and practices of the Defendant Enterprise, and also possessed actual and constructive knowledge of all material acts and practices complained of herein.^[15] Testimony of Ohad Guzi (confirming that he owned several different moving companies and set up an office for his moving companies; stating that he maintained a license for "software that managing like all the customers, CRM basically for the move"^[16]; stating, with respect to managing consumer complaints that he was "managing, managing everything to make sure everything is working properly"; confirming that he controlled sales scripts (Q. "Is it fair to say that you instruct your sales people to go over the terms in this estimate with the customers? A. "It was part of the speech. Every sales person had a speech ... Correct. Yes. This was like because again this is the major information, all the information that customer need to know."); describing how he holds sales people accountable, "... I'm going to make, you know, like the salesman to be on the meet to help to answer the question. So in this way if he lie, he's going to feel uncomfortable. If it's going to happen like two or three times, he's not going to be with us."); Guzi testified that he made all hiring decisions; Guzi testified that he hired people as 1099 contractors).

The Defendant Enterprise Made Various Material Misrepresentations to Consumers

19. The Attorney General reviewed and presented evidence regarding over 100 consumers complaints with back-up materials that interacted with the Defendant Enterprise regarding household moves.^[17]

20. The Defendant Enterprise objected to the entry of evidence, which was overruled.

21. The evidence presented at trial showed that the Defendant Enterprise employed a deceptive pattern and practice to lure consumers toward the Defendant Enterprise by (a) misrepresenting the nature of moving services provided by the Defendant Enterprise by, for example, advertising “door to door” moves and that the Defendant Enterprise used “Our Own Trucks and Employees”, but failing to disclose to consumers the use of storage facilities and third-parties, misrepresenting the experience level and professionalism of Defendants and their moving services, and misrepresenting the reputation and quality of moving services provided by the Defendant Enterprise; (b) using low-ball estimates and misrepresentations about the price of moving services and increasing the price significantly on the day of the consumer’s move; (c) misleading consumers as to the anticipated delivery date household goods would arrive; and (d) engaging in other deceptive practices, such as misleading consumers regarding available insurance coverage, and failing to take consumers’ calls once the Defendant Enterprise had been paid 70% of the amounts due and owing from consumers.^[18]

A. *The Defendant Enterprise Made Material Misrepresentations about the Quality and Nature of the Moving Services and Movers*

22. The evidence in this case supports a finding that the Defendant Enterprise made misrepresentations regarding the Defendant Enterprise’s door to door service, level of professionalism, quality of service, ownership of own trucks, the quality of the trucks, and use of own professionals in the course of sales calls, on web sites, and in email communications .

23. Defendants made the following representations prior to taking consumers’ deposits:

- “Affordable Movers is a full service long distance mover... By being actual long distance movers, and not moving brokers we make sure your move goes smoothly from beginning to end.” “From loading to unloading we maintain the highest standards in terms of safety while in transit, we leave nothing to chance.”^[19]
- “Important Facts about Affordable Movers ->
 - AFFORDABLE IS NOT A BROKER!! We are a privately-owned full-service interstate moving company operating with OUR OWN TRUCKS and EMPLOYEES
 - AFFORDABLE PERFORMS EVERY JOB 100% FROM START TO FINISH

- WE ARE THE ACTUAL MOVING COMPANY -> WE ARE NOT BROKERS! Our Trucks... Our Team... Means Excellence Delivered to YOU”[\[20\]](#)

- “Nationwide Movers unlike some other moving companies will give you a quote that is guaranteed.” “Not only do our experienced movers handle every detail of your quote, cost and moving process but we are extremely confident in our abilities to work more efficiently than our competitors.” “Nationwide provides moving services across the country.” “Our moving crews are the best in the business. We will wrap it, cover it, and pack it away safe to be transported to our new home. Once we have arrived at your new home, we will unwrap and place your items where you choose.”[\[21\]](#)
- “This is a Full Professional Service Move” [by Nationwide Movers]”[\[22\]](#)
- “Our FULL DOOR TO DOOR service includes: Loading and unloading, disassembling and reassembling, moving blankets and pads to protect your items, Insurance up to \$100,000 with no deductibles” [by Interstate Movers][\[23\]](#)
- “By choosing Top Movers as your partner in a long distance move you can be confident you are working with professionals who know how to make your relocating experience as stress free as possible. We can help you plan, pack and execute your long distance move from start to finish.” “Top Movers relocation consultation will be with you every step of the way.” “Not to Exceed Binding Quotes.” “Fully Equipped Trucks and Trailers, Door to door service, Load and offloading, disassembling and reassembling”. “Basic valuation protection (free)”.[\[24\]](#)

24. Consumers relied on the Defendant Enterprise’s representations regarding experience in the business, door to door service, level of professionalism, quality of service, ownership of own trucks, and use of own professionals in the course of sales calls, on web sites, and in emails controlled by the Defendant Enterprise.[\[25\]](#)

25. At least 15 consumers reported that they specifically chose the Defendant Enterprise because

the affiliated company stated that they used their own trucks and people, that the move would not be subcontracted, that the chosen business offered door-to-door service, or some other similar representation.[\[26\]](#)

26. The vast majority of consumers complained that some of their items were lost, broken, moldy, or otherwise unsalvageable at delivery. [\[27\]](#)

27. Ohad Guzi testified that the Defendant Enterprise used third parties to complete consumers' moves. Testimony of Ohad Guzi ("So we cannot control, every moving company cannot control all this amount of moves. So we are using carriers company, carriers that, you know, are going to the west coast, carriers that are going to the east ... This is one of our carriers, yes. They are not performing the move. They are performing delivery. It's mean, it's very common on the moving industry. ... We are using, you know, like delivery companies."); "We are a company that's doing nationwide moves so we need the network. We need the very big network and you have to work with other moving company and not do everything by yourself, especially when you're doing a lot of moves. So I use to have like other companies that I'm working together with them.") Ohad Guzi also testified that he did not use his "own" full-time employees for moves, but rather simply hired people job by job ("I never fire people. I just didn't give them job. ... Just didn't hire them, didn't give them more jobs") and that personnel he hired were 1099 contractors.

28. At least 30 consumers complained that the movers used an unbranded truck, or branded with graffiti, a box truck, or a truck visibly rented from a third party such as Enterprise or Penske, despite the Defendant Enterprise's promises that they used their own trucks.[\[28\]](#)

29. Guzi confirmed that the Defendant Enterprise used rented trucks. Testimony of Ohad Guzi ("But most of like I always was renting, always was renting. Like I used to have like accounts with Enterprise who there was leasing for me a truck, you know. I had a contract with them to lease their truck.")

B. The Defendant Enterprise Made Material Misrepresentations as to Price

30. The evidence in this case supports a finding that the Defendant Enterprise routinely raised prices above the binding estimate, often demanding over \$1,000 from consumers on moving day and at a time that consumers have no reasonable alternative but to move forward with the move and have already paid 20-30% of the cost.

31. Over 30 consumers stated that the Defendant Enterprise charged significantly more, from \$1000 to several thousand dollars – and sometimes double the quoted price – when the Defendant Enterprise arrived at the moving pick-up site.^[29] Twelve consumers specifically stated that the movers demanded additional money after loading had begun, demanded tips, and in some instances after loading was completed.^[30]

32. Ohad Guzi testified that federal regulations allow for a price increase from the binding estimate, so long as consumers signed a revised written estimate, which was received by the consumers on moving day.^[31]

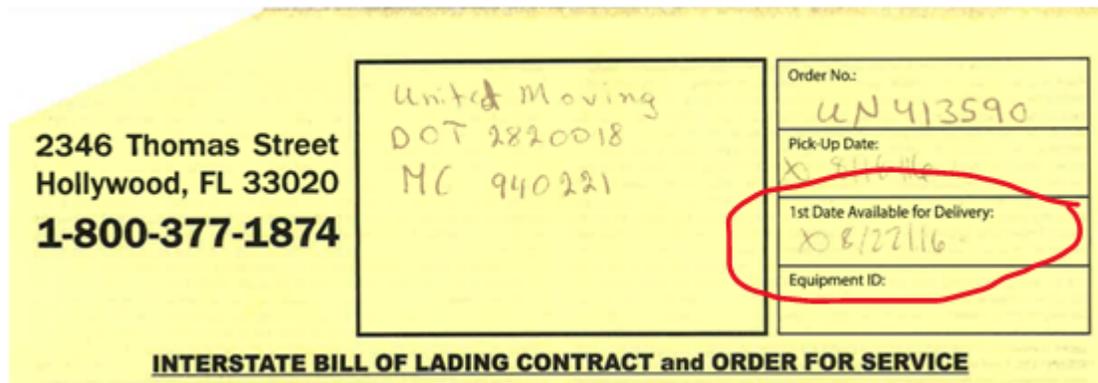
C. *The Defendant Enterprise Made Material Misrepresentations as to Delivery Times*

33. The evidence in this case supports a finding that the Defendant Enterprise intentionally misled consumers regarding the delivery date.

34. At least 30 consumers specifically complained that the delivery date was not what they had been promised by sales agents when booking the move.^[32] *See, e.g.*, Exhibit 13, DiSavino Complaint (“When I questioned the reservationist [] about the 1 to 21 day window for delivery in the contract, he stated that it would not take that long, it only takes that long for weather hazards. The average would be 3 to 4 days.”)

35. Multiple consumers complained that delivery was later than the 21 business days provided for in the bill of lading.^[33] *See, e.g.* Exhibit 13, Johnson complaint (delivery took over five months and over half of household goods reported lost); Williams complaint (40 days until delivery); Tiwari complaint (over 31 days without delivery, and no communication).

36. The Defendant Enterprise argued that the time period specified for delivery was 21 business days from the date specified for delivery on the bill of lading. Testimony of Ohad Guzi (So if like a customer move on July 1st and he's not receiving delivery after because he asks for delivery on the 7th and he's not received on delivery the 7th and on the 14th and then he's calling the company or to the BBB and making a complaint about hostage. It's not hostage because the 21 business days start from the 7th of month. **But customer not really understand it.**) (Emphasis added).



Derived from Exhibit 13, Kemenyes complaint (demonstrating delivery date identified at the top of the Bill of Lading).

be in accordance with the liability option the shipper contracts for. To file a claim, the shipper must file a claim with the carrier within 90 days of the date of delivery. All costs associated with the claim are shipper's responsibility.

SECTION 7: Agreed Pickup and Delivery schedule: Guarantee. An optional extra service guarantee that your shipment will be picked up, transported, and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined amount or a daily business rate (per diem of \$9.99) regardless of the expense you actually might have incurred as a result of the mover's failure to perform. Absent selecting and paying for the optional extra service guaranteeing specific pick-up and delivery dates, the mover is only required to pick up and deliver your property with reasonable dispatch and in a reasonable time. Generally, estimated delivery is up to 21 (twenty one) business days from date indicated as first available for delivery. Any oral promises made regarding delivery or pick up dates and times at mere estimates. We guarantee delivery to take place within 21 business days of the date first available for delivery (time calculations exclude days in storage). Any changes to your order will extend this time. This time frame may change based on the time of year, weather conditions, road conditions, other acts of God, delivery schedule, geographic location of the move and other unknown factors. The moving company will do its best to meet any requested pickup or delivery dates. Business days do not include holidays or weekends. Time calculations exclude days in storage.

SECTION 8: Notice of Maximum amount due upon delivery. Final charges will be

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Derived from Exhibit 13, Kemenyes complaint (demonstrating term the Defendant Enterprise relies upon for “delivery period”).

SECTION 1: Liability of the carrier: (a) The carrier is not responsible for injury or damage to any freight article (articles susceptible to breakage or crushing). Unless such freight articles are both packed and unloaded by the employees and subject to the further conditions that such packing, unloading or other handling is performed in a grossly negligent manner by the carrier. The carrier will not carry and/or be liable in any way for the loss or damage to currency, precious stones, documents, stamps, securities, specie, diamonds, jewelry, or any article of extraordinary value unless such articles of value was agreed to in writing, and unless the shipper assumes additional valuation charges, as indicated/therein. The carrier shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality nor amounting above the value of the property at the time and place loss with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged piece only, and shall not extend to repair, replacement or reworking the entire set, but in no event to exceed the released or declared value as indicated. The carrier shall not be liable for loss or damage occurring after the property has been delivered to or accepted for by the consignee or shipper or the authorized agent of either. When the carrier is directed to collect or to deliver property (or under any contract) at a place or places at which the shipper or its agents is not present the property shall be at the risk of the shipper after unloading. When the carrier is directed to load property from (or under any contract) at a place or places at which the shipper or its agent is not present property shall be at the risk of the shipper before loading or after shipper signed the inventory bill. (b) Should the shipper not declare a specified value and not pay the additional valuation charge thereon then the shipper hereby agrees to the carrier's limited responsibility as specified in section 1 (a) above and as further set forth below in this sub-section. (c) When the shipment has been released to the carrier at the value not exceeding \$0.00 per pound per article as per declaration of the value on the face hereof, it is agreed that said property be stored, packed, shipped, forwarded, or otherwise, handled with the carrier's liability specifically limited to \$0.00 per pound per article. All of the said services specified herein in excess of the carrier's liability are assumed liability by the shipper and said services over and above the carrier's liabilities are solely shipper's responsibility with regard to any damage, loss or delay for any reason whatsoever. The carrier shall be liable only for its failure to use ordinary care and only on the basis of the shipper's declared valuation of the goods. The burden of proving negligence or failure to use ordinary care reposed by law shall be on the shipper. The carrier shall not be responsible with regard to damage, loss, or delay caused by war or riot or the public enemy war, insurrection, strikes, labor trouble, riots, fire, earthquakes, strikes of the property or defects or inherent vice, latent deterioration by fire, theft, terrorism, or other insects, vermin, rodents, wear and tear, leakage, fire or any cause beyond the carrier's control or any other cause unless such damage results from the carrier's control. The carrier is not responsible for mechanical or electrical functions or any article such as but not limited to, pens, radios, television sets, DVD players, computer, VCR, cameras, telephones, clocks, or watches, or other instrument or appliance whether or not such articles are packed or unpacked by the carrier. (d) The carrier shall not be liable for delay caused by highway obstruction or faulty or impassable highways, or lack or capacity of any highway, bridge or ferry, caused by breakdown or mechanical defect of vehicles/equipment.

SECTION 2: Form of Payment: Upon loading, a 20% deposit is required to be paid by credit card (Visa or MasterCard). At pickup, a minimum of 75% payment will be due in the form of cash or post office money order. All delivery, and prior to unloading, the remaining balance must be paid in full by cash or post office money order only. Credit cards are not accepted at delivery unless authorized in writing to the carrier. The carrier reserves the right to collect up to 70% of balance due prior to the goods leaving the origin state. Subject to the following, payment in FULL of all charges is required before delivery and prior to unloading - Subject to the 100% fee, if applicable. All charges are based on full tariff rates.

SECTION 3: Summary of dispute settlement program: Our neutral arbitration program has been designed to give neither the carrier nor the shipper any special advantage. Of a dispute arises between the carrier and the shipper, Arbitration may be a mutually beneficial alternative to help resolve the dispute. Section 49 U.S.C. Section 375.211 provides that a mover need have a program in place to provide shippers with an Arbitration alternative. Arbitration is optional and not required under Federal Law. 1. Summary of the arbitration process: Arbitration is an alternative to common litigation. It provides each party to the dispute to present their cases and allows a neutral third party arbitrator to make a decision as to the merits of each side's case. 2. Applicable costs: Each party is responsible for their own costs associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. 3. Legal effects: If the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. Additionally, an arbitrator decision may not be appealed in a court of law. There are many arbitration programs available at multiple locations throughout the United States. Please contact the moving company if you wish to participate in or get more information about the arbitration program. We are authorized to use and recommend www.settlement.org services. Current information and other information about it can be found at www.settlement.org. Please contact the moving company if you wish to participate in or get more information about the arbitration program.

SECTION 4: Valuation of coverage: There are two variations of coverage options available for your choice. We encourage you to purchase third party full replacement value coverage. Option A (FRT): Limited Liability: As a licensed carrier with the U.S. D.O.T., we are required to provide limited liability coverage at no charge to the customer. Under this option, the maximum liability is limited to \$0.60 per pound per article, for all items indicated as damaged or missing at time of delivery on the inventory bill. Failure to indicate damage at time of delivery will waive carrier's liability. Option B: Replacement: Under this option, the mover is liable for the replacement value of lost or damaged goods (as long as it doesn't exceed the total declared value of the shipment). Please read to purchase full value protection, and your mover loses, damages or destroys your articles, your mover must repair, replace with like items, or settle in cash at the current market replacement value, regardless of the age of the lost or damaged item. The minimum declared value of a shipment under this option is \$5,000 or \$4,000 times the actual total weight (in pounds) of the shipment, whichever is greater. The approximate cost for FVP is \$0.50 for each \$1,000 of declared value FVP is offered with a \$200, \$500 or with no deductible. The amount of the deductible will affect the cost of your FVP coverage. Unless you specifically agree to other arrangements, the mover must assume liability of the entire shipment based upon this option. Under both of these liability options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (\$200 per kilogram). Valuation of claims will be based on the AMSA Joint Motor Vehicle Industry Table of weights and dimensions guidelines.

SECTION 5: Examples to Carrier liability: Neither the Carrier nor the Insured shall be responsible for loss or damage arising or resulting from (a) act of God; (b) act of war; (c) act of public enemy; (d) fire, unless caused by the actual fault or privity of the Carrier; (e) piracy, dangers and accidents of the sea or other navigable water; (f) inherent defect, quality or vice of the goods; (g) goods packed by Shipper; (h) any other cause arising without the actual fault and privity of the Carrier. Additionally, mechanical vehicles (including but not limited to automobiles, motorcycles, scooters, boats, airplanes, A.T.V.s, go-carts, riding lawnmowers, tractors, and other similar vehicles) are transported at the sole risk of the shipper since all coverage for these items is waived against the carrier, its agents or representatives. The carrier shall not be responsible for any items loaded by shipper to be moved through impassable passageways or other impassable openings.

SECTION 6: Filing of Claims/Complaints Procedures: Carrier shall not be liable for the loss or destruction of, or missing goods, or damage of goods (including household or any part thereof) unless claim is made in writing supported by proof of ownership, together with indication of value, and weight. As a condition precedent, all outstanding invoices due to the mover must be paid in full before a claim can be submitted to the company within 90 days after the due date the goods are delivered or demand thereof refused and must be limited to the destination

descriptions of damage indicated on the inventory tags at the time it is solely the shipper's responsibility to inspect and describe the inventory before time of delivery. Valuation of claims will be based on the limitations of liability as described on the Bill of Lading. Liability for the loss or damage to the goods shall be the responsibility of the carrier in accordance with the liability option the shipper contracts for. To file a claim, All costs associated with the claim are shipper's responsibility.

SECTION 7: Agreed Pickup and Delivery schedule: Shippers, please agreed dates in an optional service that is available to you at an additional, optional extra service guarantee that your shipment will be picked up, transported, distributed and delivered on specific guaranteed dates. If the mover fails to provide the service agreed, you are entitled to be compensated at a predetermined amount or a daily business per item of \$5.00 regardless of the expense you actually might have incurred as a result of your failure to perform. Assent selecting and paying for the optional extra service guaranteeing specific pickup and delivery dates, the mover is only required to pick up and deliver your property with reasonable dispatch and in a reasonable time. Generally, estimated delivery is up to 21 (twenty one) business days from date indicated as first available for delivery. Any and promises made regarding delivery or pickup dates and times at move estimates. We guarantee delivery to take place within 21 business days of the date first available for delivery (time calculations exclude days in storage). Any changes to your order will extend this time. This time frame may change based on the time of year, weather conditions, road conditions, other acts of God, delivery schedule, geographic location of the move and other unknown factors. The moving company will do its best to meet any requested pickup or delivery dates. Business days do not include holidays or workdays. Time calculations exclude days in storage.

SECTION 8: Notice of Maximum amount due upon delivery: (a) Charges will be based on actual weight or cubic feet/volume of property and amount provided. Maximum amount does not exceed the amount of delivery in the amount of the invoice estimate plus 10% - 125% risk; or 100% of the binding estimate. (b) Movers are not liable for total actual charges upon delivery. Actual charges may exceed the amount of estimate.

SECTION 9: Default/late: Carrier: the moving company and its agents, contractors, employees, and representatives. Shipper: the customer who engaged the carrier to perform interstate household moving services. **SECTION 10:** Interest: a charge of 1.5% per month or fraction thereof (1/6% per annum) shall be added to all delinquent accounts. Furthermore, the shipper shall be responsible for all charges the carrier incurred as a result of attempting collection. This includes but is not limited to attorney fees, fees for collection agent and court costs.

SECTION 11: AGREED MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION: If a lawsuit becomes necessary to resolve any dispute between the carrier and shipper, said suit shall and must only be brought in court in and for Broward County, Florida. Suits involving disputes over interstate shipments must be limited to the Florida federal law. Both parties agree to submit themselves to the jurisdiction of the Florida Courts and agree to the relationship to the state, such service is reasonable and lawful. Shipper consents to jurisdiction in and for Broward County, Florida and hereby waives the right to be served within the State of Florida.

SECTION 12: Waiver of class action rights: The parties hereby waive any participation or involvement in any class action lawsuits against carrier or shipper.

SECTION 13: Reasonable Attorney Fees: In the event litigation is necessary, the carrier shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation. Lawsuits brought against the shipper on collective matters for failure to pay an outstanding balance due are not subject to the jurisdiction requirements under section 11 herein.

SECTION 14: Carrier's Lien: (a) It is agreed that the carrier shall have a lien against any and all property tendered to it hereunder or hereafter tendered to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for money, advanced storage, transportation, inland labor and all other charges or expenses in relation to said property or any part thereof, and also for court costs, reasonable attorney's fees and other legal expenses incurred by the carrier as a result of any litigation in which the carrier may be involved in connection with the tendered goods as any and all other charges and expenses for notice and advertisement of sale of the property when default has been made also for all costs including of court costs reasonable attorney fees in collection charge or enforcing this lien or causing for any controversy arising out of asserting claim of ownership of any interpleaded action arising from the bailment of the goods or defending itself in the event the carrier is made a party to any litigation concerning the goods involved therein. If for any reason other than the fault of the carrier delivery cannot be made at the address given as the destination of which carrier has been notified, carrier delivery cannot be made at the address given as the destination of which carrier has been notified, carrier at its option, may cause tariff and other lawful charges. Articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the costs of owner, and subject to a lien for all accrued charges (b) All goods upon which the carrier has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest therein above provided which charges are not paid when due plus the expenses including reasonable attorney fees, which might necessitated by said lien. (c) The lien upon any and all property tendered with the carrier shall include unpaid charges and expenses pertaining to property previously tendered with the carrier regardless of whether said property has been delivered by the shipper. (d) The parties agree that in any sale conducted to satisfy the carrier lien all property which is subject to the lien plus the cost of preparing the goods and conducting the sale shall be credited by the shipper. (e) The carrier may at its discretion bring suit for reimbursement pursuant to the foregoing provision without first foreclosing upon this lien. (f) The carrier shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the approximate provisions of the state uniform commercial code and/or relevant statutes.

SECTION 15: Severability: If any of this contract is found to be unlawful or invalid, the remaining terms and conditions shall be enforceable.

SECTION 16: Ownership of goods: Shipper has represented and warranted to the carrier that it has lawful possession of any legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages or encumbrances on said property (exceptor or adverse to the legal right and authority of shipper) to contract for services and if there be any litigation concerning the property, the shipper agreed to pay all storage and other charges together with costs and expenses, including reasonable attorney's fees which carrier may reasonably incur or become liable to pay in connection therewith. This carrier shall have a lien on said property for charges and for such costs and expenses. Shipper agrees to indemnify the carrier with regard to any costs and expenses that may occur including but not limited to attorney's fees, with regard to a claim of ownership, or possession made by any third party with regard to the goods specified herein. Lien specified herein shall be also cover legal expenses incurred bringing or defending an interpleaded action to determine the ownership and/or right of possession specified in this contract.

SECTION 17: Revision of old Estimate and execution of new estimate: In accordance with 49 CFR § 305.403 (a)(2)(A) and/or 49 CFR § 305.405(b)(7)(D). If prior to or on the day of the scheduled pickup or the shipper tenders more property or makes a change to the initial order for which they received an estimate, the carrier may either (1) undertake the job with the additional property, in which case the shipper would only be required to pay 10% more than the initial estimate to secure the property on a non-binding estimate or 100% of the binding estimate and the remaining balance will be billed after the 30 day delinquent, Or (2) the carrier and the shipper may execute a Revised/Revision document, PRIOR TO LEAVING OR OTHERWISE BEGINNING THE JOB, this revision document and new estimate given prior to leaving will serve as the only active estimate for which charges will be calculated.

SECTION 18: Agents: Carrier may use agents/independent contractors on all orders. Additionally, unless you purchased an "exclusive use of the vehicle" option, there is no guarantee that your items will not be temporarily stored or offloaded and reloaded into a different vehicle than performed pickup.

SECTION 19: Inspection of Carrier's Tariff: Carrier's tariff is available for inspection upon reasonable request by calling carrier. All charges are based on full tariff rates.

Derived from Exhibit 13, Kemenyes complaint (demonstrating where the 21-business day delivery window appears on the Bill of Lading disclosures).

D. The Defendant Enterprise Employed Other Unfair and Deceptive Practices to Further its Scheme

37. The evidence in this case reveals that the Defendant Enterprise employed a series of tactics throughout the course of the move in furtherance of its scheme to deceive consumers.

38. Over half of complaining consumers stated that after the Defendant Enterprise had the 20 to 30% of their payment prior to arrival and 70% payment provided when household goods were picked up, it became virtually impossible to reach anyone at the Defendant Enterprise.[\[34\]](#)

39. Consumers also complained that (a) they were misled about the available insurance coverage (*e.g.*, Testimony of Kelly Wood), (b) the additional insurance coverage offered was prohibitively expensive (*e.g.*, Testimony of Carlos Wood), and (c) the private, non-insurer third party paid by the Defendant Enterprise to process claims offered a procedure that was difficult to navigate, demanded proof regarding broken and destroyed items that had already been discarded, yielded settlement offers of less than \$100.00, and required consumers to sign a release (*e.g.*, Testimony of Catherine Shannon).[\[35\]](#)

40. The record evidence and testimony shows that consumers had no meaningful opportunity to find a new mover when, on move day at pick-up, the price, truck, and movers did not match the consumers' expectations based on the Defendant Enterprise's previous representations.[\[36\]](#)

41. The Court rejects the Defendant Enterprise's argument that the statements on the web site, on sales calls, and in emails was mere "puffery".

42. The Court finds that the Defendant Enterprise violated FDUPTA, the Florida Moving Act, and the I.T.C. Regulations and FMCSA by making a variety of misrepresentations to each consumer with which the Defendant Enterprise transacted business.

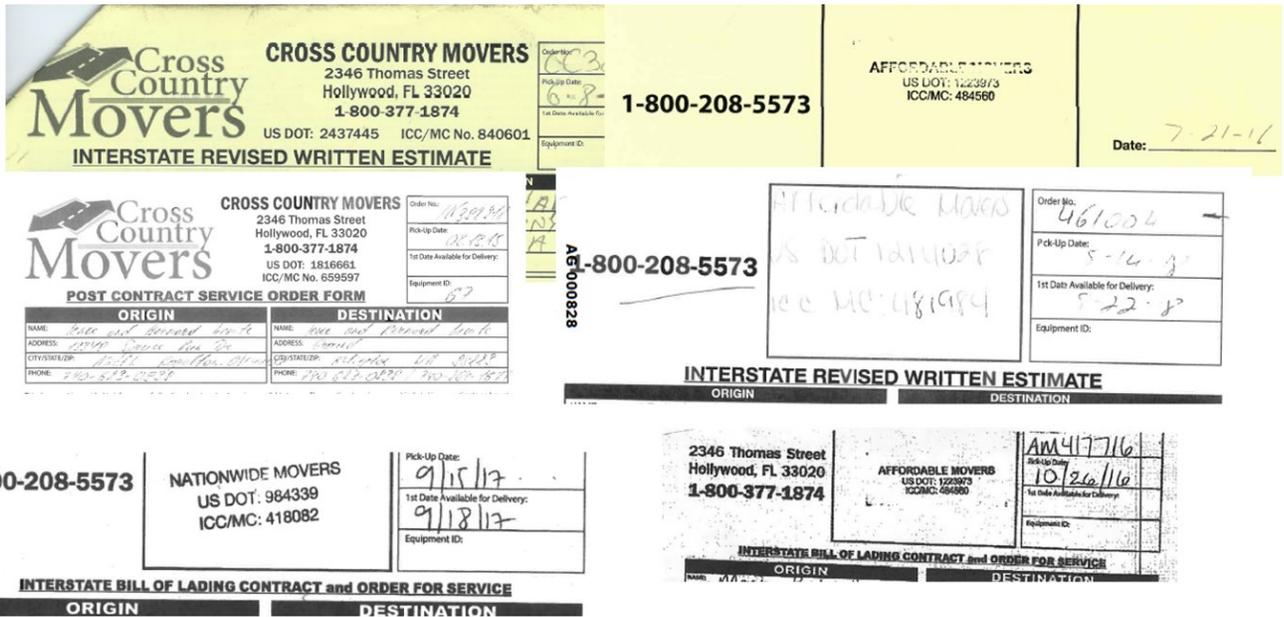
43. The Court further finds that the Defendant Enterprise violated FDUPTA, the Florida Moving

Act, and the I.T.C. Regulations and FMCSA by publishing misleading information on no fewer than four web sites that were reviewed by countless individuals and relied upon by consumers in choosing the Defendant Enterprise.

The Defendant Enterprise Deliberately Hid its Identity from Public Scrutiny

44. Defendants further misled consumers by creating and using an intentionally confusing web of interrelated companies, identification numbers provided by the Department of Transportation (“DOT #s”), and company names that sounded like major interstate household goods carriers so that consumers were unclear about the company with which they were transacting business.^[37]

45. Guzi used over 20 fictitious names, at least seven DOT #s, and over 40 bank account to effect his scheme.^[38]



Derived from Exhibit 13

| Assigned USDOT # | 1816661 | 1214028 AND 1223973 | 2355621 |
|--------------------------------|--|---|--|
| Defendants | MOVING GROUP INC d/b/a United Moving & Relocation, Top Movers, Moving Services and 247 MOVING SERVICES, INC. d/b/a Cross Country Movers/Full Service Movers, Household Van Lines | CROSS COUNTRY MOVERS LLC d/b/a Affordable Movers | TOP MOVERS, INC. d/b/a Interstate Movers |
| Affected complaining consumers | Bennett (Cross Country & Nationwide), Haynes (Cross Country), Levite (Cross Country), Olszewsk (Cross Country), Shaikh (Cross Country), Townsend (Cross Country), Walker (Cross Country) | Cossingham (Affordable), Kemenyes (United & Affordable), Milgram (Affordable), O'Boyle (Affordable), Perlmutter (Affordable), Richards (Affordable), Rubin (Affordable), Sallam (Affordable), Sloan (Affordable), Sylvester (Affordable), Welch (Affordable), Werts (Affordable), Wilson (Affordable) | Christina (Top Movers), Davis (Top Movers), Frost (Interstate), Hopkins (Interstate Movers), Mendenhall (Top Movers), Moncrieffe (Top Movers & Nationwide), Pasquarella (Top Movers), Vivas (Top Movers & Interstate Movers), Wood (Interstate Movers) |

| Assigned USDOT # | 984339 | 2465916 | 1882970 |
|---|--|--|---|
| Defendants | TRANSWORLD MOVERS, INC. d/b/a Nationwide Movers - Long Distance Movers | EMOVING COMPANY d/b/a Nationwide Moving Services - Long Distance Movers, Nationwide Moving Services | ALL USA VAN LINES INC d/b/a Interstate Movers, Moving Group |
| Affected complaining consumers | Ali (Nationwide), Cavaliere (Nationwide), Elder (Nationwide), Klair-Jefferson (Nationwide), Moore (Nationwide), Rice (Nationwide), Stradling (Nationwide), Zelles (Nationwide) | Bennett (Cross Country & Nationwide), Bruno (Nationwide), Mendenhall (Top Movers) | Griffin, D (USA Van Lines & All USA Van Lines) |
| Addresses Associated with DOT # or Company | 2346 THOMAS ST, HOLLYWOOD, FL 33020 14902 N 12th St, Lutz, FL 33549 | 2346 THOMAS ST, HOLLYWOOD, FL 33020 8960 West Flagler St #8, Miami, FL 33174 | 2346 THOMAS ST, HOLLYWOOD, FL 33020 300 OAKWOOD LANE HOLLYWOOD, FL 33020 3140 W KENNEDY TAMPA, FL 33609 19501 WEST COUNTRY CLUB DR, AVENTURA, FL 33180 |

Derived from Exhibit 13

46. Guzi personally held himself out with no fewer than six personal aliases, including Chad Cuzi, Chad Guzi, Ohad Eran Guzi, Efan Gozi, Giovanni Guzi, Gio, and Gio Govi. to consumers, regulators and banking institutions to further evade detection.[\[39\]](#)

47. Defendant Guzi was aware of the importance of his companies’ online reputation and rating with the Better Business Bureau to induce consumers to transact business with the Defendant Enterprise.[\[40\]](#)

- “We calling [potential customers]. We calling them because we bought the information on the website. So we calling them. And because if it’s we and another like five or six, seven companies, depend how many people buying this lead and then we are offering our services. We showing to the customer it’s our reputation, our reviews, we’re talking about ourself and we’re trying to get customer business.”
- “But I try all the time to manage the BBB between A to B plus. The reason that you have to do it it’s because if in the moving industry it’s like especially that you see like all the situations that customer complaining and everything, everything today is by Internet. And if you’re not going to know like how to maintain your BBB which people looking on BBB, if you’re not going to know how like to do to be a good reputation, to have a good reputation online, nobody going to book with you.”
- “And if you have a bad reputation, everybody going to show to the customer, hey, look at him he has like F, he has D on BBB, he has bad reviews, he has a bad reputation, how do you want to move with him. So I know that always we have, you know, like a good reputation...”

- “So we telling the customer go on the net and check, you know, our reputation.”
- “If you not advertise the websites, people not going to come to you...”[\[41\]](#)

48. Evidence presented at trial revealed that three companies in the Defendant Enterprise received BBB ratings of F, C, and C+ in the year 2016, before the Defendant Enterprise moved on to transact business in another name.[\[42\]](#)

49. The Court finds that the Defendant Enterprise violated FDUTPA by deliberately employing unfair and deceptive tactics to (a) hide from consumers the name of the companies with whom consumer were actually transacting business, and (b) abandon one company with a bad reputation and emerge with a clean slate for the next company.

The Defendant Enterprise Was Enriched by Over \$10 Million

50. From January 2015 until February 28, 2018, the most recent date for which bank record evidence was presented, Defendants received at least \$10,578,612.78 from consumers related to moving services.[\[43\]](#)

51. The \$10,578,612.78 amount received by Defendants accounts for refunds to consumers and chargebacks identified in Defendants’ analyzed bank accounts during the relevant time period.[\[44\]](#)

The Defendant Enterprise Violated FDUTPA

52. The Court finds that the Defendant Enterprise’s acts and practices violate FDUTPA.

53. FDUTPA makes “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce” unlawful. Section 501.204(1), Florida Statutes. Determining whether acts or practices violated FDUTPA may be based on “standards of unfairness and deception set forth and interpreted by the Federal Trade Commission or the federal courts.” Section 501.203(3)(b), Florida Statutes.

54. An unfair practice is “one that ‘offends established public policy’ and one that is ‘immoral,

unethical, oppressive, unscrupulous or substantially injurious to consumers.” *Rollins, Inc. v. Butland*, 951 So. 2d 860, 869 (Fla. 2d DCA 2006) (citing *Samuels v. King Motor Co. of Fort Lauderdale*, 782 So.2d 489, 499 (Fla. 4th DCA 2001) (quoting *Spiegel, Inc. v. Fed. Trade Comm'n*, 540 F.2d 287, 293 (7th Cir.1976)).^[45] An act or practice is deceptive if “first, there is a representation, omission, or practice that, second, is likely to mislead consumers acting reasonably under the circumstances, and third, the representation, omission, or practice is material.” *FTC v. Pantron I Corp.*, 33 F.3d 1088, 1095 (9th Cir.1994) (quoting and adopting standard in *In re Cliffdale Assocs., Inc.*, 103 F.T.C. 110, 164–65 (1984), *cert. denied*, 514 U.S. 1083 (1995)); *see also Rollins*, 951 So. 2d at 869 (citing *Davis v. Powertel, Inc.*, 776 So.2d 971, 974 (Fla. 1st DCA 2000). “Express claims or deliberately-made implied claims used to induce the purchase of a particular product or service are presumed to be material.” *F.T.C. v. RCA Credit Services, LLC*, 727 F.Supp.2d 1320, 1329 (M.D. Fla. 2010) (citing *FTC v. Transnet Wireless Corp.*, 506 F.Supp.2d 1247, 1267 (S.D. Fla. 2007). “Deception may be accomplished by innuendo rather than by outright false statements.” *Regina Corp. v. FTC*, 322 F.2d 765, 768 (3rd Cir. 1963).

55. To establish liability for FDUTPA violations based on deceptive acts or practices, the Attorney General only needs to show that a defendant’s “representation, omission, or practice that is likely to mislead the consumer acting reasonably in the circumstances, to the consumer’s detriment.” *PNR, Inc. v. Beacon Prop. Mgmt., Inc.*, 842 So. 2d 773, 777 (Fla. 2003). In determining whether representations are likely to mislead, the Court must consider the “net impression” the representations have on consumers. *FTC v. Capital Choice Consumer Credit, Inc.*, 02-21050 CIV, 2003 WL 25429612, at *4 (S.D. Fla. June 2, 2003), *aff’d*, 157 Fed. Appx. 248 (11th Cir. 2005). “A deceptive or unfair trade practice constitutes a somewhat unique tortious act because, although it is similar to a claim of fraud, it is different in that, unlike fraud, a party asserting a deceptive trade practice claim need not show actual reliance on the representation or omission at issue.” *State, Office of Atty. Gen., Dept. of Legal Affairs v. Wyndham Intern., Inc.*, 869 So. 2d 592, 598 (Fla. 1st DCA 2004); *see also FTC v. Partners in Health Care Ass’n*, 189 F. Supp. 3d 1356 (S.D. Fla. 2016).

56. The injury to a consumer occurs at the instant of a seller's misrepresentations, which taint the consumer's subsequent purchasing decisions. *FTC v. BlueHippo Funding, LLC*, 762 F.3d 238, 244 (2d Cir. 2014) (citing *Figgie Int'l, Inc.*, 994 F.2d 595, 606 (9th Cir. 1993); *FTC v. Sec. Rare Coin & Bullion Corp.*, 931 F.2d 1312, 1316 (8th Cir.1991)).

57. Whether an alleged act or practice is deceptive or unfair may be decided as a matter of law. *Casey v. Florida Coastal Sch. of Law, Inc.*, 3:14-CV-1229-J-39PDB, 2015 WL 10096084, at *6 (M.D. Fla. Aug. 11, 2015), *report and recommendation adopted*, 3:14-CV-01229, 2015 WL 10818746 (M.D. Fla. Sept. 29, 2015) (collecting cases); and *Ellenwood v. World Triathlon Corp.*, 8:20-CV-1182-T-60AEP, 2021 WL 62482, at *4 (M.D. Fla. Jan. 7, 2021).

58. FDUTPA's reach extends beyond "the territorial boundaries of this state without limitation." *Millennium Communications & Fulfillment, Inc. v. Office of Attorney Gen., Dept. of Legal Affairs, State of Fla.*, 761 So. 2d 1256, 1262 (Fla. 3d DCA 2000). "[W]here the allegations in this case reflect that the offending conduct occurred entirely within this state," the Attorney General can take "corrective measures under FDUTPA even where those persons affected by the conduct reside outside of the state." *Id.*

59. As determined by the Court, Defendants violated FDUTPA by making false or misleading representations in an effort to solicit consumer business, including but not limited to:

- a. Providing a low-ball estimate for services and increasing the price significantly on the day of the consumer's move;
- b. Representing delivery dates that Defendants had no plan to meet at the time the promise was made;
- c. Using third-party delivery services despite promising consumers that the Defendants would handle every detail of the moving process;
- d. Failing to provide full "door to door" service, including loading and unloading, as promised to consumers;
- e. Failing to provide skilled packing and unpacking services;
- f. Using rented box trucks and day labor in contrast to promising that Defendants would

- use their “own trucks” and professional services;
- g. Misleading consumers into believing that their move was insured, often up to \$100,000, when in reality consumers were required to use a third-party claims procedure paid for by Defendants that only offered consumers \$60.00-\$100.00 after going through a protracted process;
 - h. Cutting off or severely decreasing substantive communication with consumers after receiving approximately 70% of the amounts due and owing, and after the Defendant Enterprise had control of consumers’ property; and
 - i. Using a web of interrelated companies and DOT#s designed to hide the identities of the entities behind the Defendant Enterprise from consumers.

60. The Defendant Enterprise conducted its violative solicitations and communications to consumers from its Hollywood, Florida-based office.[\[46\]](#)

The Defendant Enterprise Violated the Florida Moving Act

61. The Court finds that the Defendant Enterprise is subject to regulation by the Florida Moving Act.

62. The Court finds that the Defendant Enterprise has violated FDUTPA through violations of the Florida Moving Act.

63. Section 507.08, Florida Statutes (Florida Moving Act) governs household moving services and 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.” (Emphasis added).

64. Section 507.07(6)(d), Florida Statutes, provides that it is a violation of the Florida Moving Act to make misrepresentations, commit an act of fraud, or fail to disclose a material fact.

65. According to Section 507.07(1), Florida Statutes, a party conducting business as a mover or moving broker, or advertising to engage in the business of moving or offering to move, may not operate

without being registered with the Department of Agriculture and Consumer Services (“DOACS”).

66. Investigator Nicholas Lupo, Investigator Supervisor for the South Region of the Florida Department of Agriculture and Consumer Services testified about DOACS’s investigation of the Defendant Enterprise. Based upon his investigation, DOACS concluded that the Defendant Enterprise operated within Florida without a license. [\[47\]](#)

67. The Defendant Enterprise’s misrepresentations and omissions of material facts, including misrepresentations and omissions related to its licensure status, are violations of the Florida Moving Act and violate FDUTPA.

The Defendant Enterprise Violated FMCSA and I.T.C. Regulations

68. The Court finds that the Defendant Enterprise is subject to the regulations set forth in the I.T.C. and FMCSA.

69. The Court finds that the Defendant Enterprise has violated the I.T.C. Regulations and the FMCSA Regulations.

70. The I.T.C. Regulations are intended to promote competitive and efficient transportation services to, among other things, encourage fair competition, ensure reasonable rates for transportation of property by motor carriers, and meet the needs of shippers, receivers, passengers, and consumers. *See* 49 U.S.C. §13101.

71. The FMCSA Regulations set forth consumer protection regulations that govern the transportation of household goods in interstate commerce by household goods motor carriers. *See* Title 49 C.F.R., Subtitle B, Chapter III, Subchapter B, Part 375. The federal regulations make clear that household goods motor carriers engaged in the interstate transportation of household goods are required to follow all of the regulations set forth therein.

A. Advertising Pursuant to FMCSA and I.T.C. Regulations

72. Household goods motor carriers may rely on advertisements to solicit consumers to use their moving services; however, such advertisements are required to be “truthful, straightforward, and honest”. *See* 49 CFR § 375.207.

73. The Defendant Enterprise made a series of misrepresentations that render their advertisements untruthful and dishonest in violation of federal law.

B. Physical Surveys Pursuant to FMCSA and I.T.C. Regulations

74. The federal regulations require that a household goods motor carrier conduct a physical survey of a shipper's household goods to be transported and to provide the consumer with a written estimate of the charges for the transportation of the household goods, and all related services, to consumer based on a physical survey, unless the shipper's household goods are located beyond a 50-mile radius of the location of the household goods motor carrier's agent preparing the estimate. 49 CFR § 375.401(a) and 49 U.S.C. § 14104(b). However, household goods motor carrier is not required to conduct a physical survey of the shipper's household goods to be transported where a shipper waives his right to a physical survey in writing; signs the waiver 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. *Id.*

75. Federal Program Manager Kevin Schurwan of FMCSA testified that the Defendant Enterprise failed to conduct a physical survey within 50 miles of the Defendant Enterprise's principal place of business.^[48]

C. Binding and Non-Binding Shipping Estimates Pursuant to FMCSA and I.T.C. Regulations

76. Prior to executing an order for service for a shipment of household goods for an individual shipper, 49 U.S.C. § 14104(b)(1)(C) and 49 CFR § 375.401 require that a 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, and indicate whether the estimate is binding or non-binding. 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 that it is signed. **The estimate of charges may only be amended** by mutual agreement of the parties, **prior to the loading of the household goods shipment**. See 49 CFR §§375.401(h) and (i) and 49 U.S.C. § 14104(b)(1)(C) of the I.T.C (emphasis added).

77. Guzi testified, and the evidence submitted at trial revealed, that the Defendant Enterprise

always provided consumers with binding estimates as opposed to non-binding estimates.[\[49\]](#)

78. Despite that binding estimates are bilaterally binding, the evidence in this case supports a finding that the Defendant Enterprise routinely raised prices above the binding estimate, often demanding over \$1,000 from consumers on moving day and at a time that consumers have no reasonable alternative but to move forward with the move. [\[50\]](#)

79. Twelve (12) consumers specifically stated, under penalty of perjury, that the movers demanded additional money after loading had begun, and in some instances after loading was completed, in violation of federal law. [\[51\]](#)

D. Relinquishment of Household Goods and Delivery Deadlines Pursuant to FMCSA and I.T.C. Regulations

80. Household goods motor carriers are required to relinquish possession of a shipment of household goods upon an 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, as well as charges, if applicable, for “impracticable operations” not to exceed 15 percent of all other charges due at delivery). The failure to relinquish household goods under these circumstances constitutes a failure to transport with “reasonable dispatch” 49 CFR § 375.403(a)(10) and is a violation of 49 USC § 13707(b)(3) and 49 CFR §§ 375.403(7) and/or 375.703(a).

81. A 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, according to 49 CFR §375.603. 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 order for service, the carrier must notify the individual shipper of the delay, at the carrier’s expense, as soon as the delay becomes apparent, 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 required by 49 CFR § 375.605.

82. The Defendant Enterprise argued that the time period specified for delivery was 21 business days from the date specified for delivery on the bill of lading. Testimony of Ohad Guzi (So if like a customer move on July 1st and he’s not receiving delivery after because he asks for delivery on the 7th

and he's not received on delivery the 7th and on the 14th and then he's calling the company or to the BBB and making a complaint about hostage. It's not hostage because the 21 business days start from the 7th of month. But customer not really understand it.")

83. Evidence presented at trial revealed that, at times unbeknownst to consumers, consumers' household goods were held in storage^[52] until the Defendant Enterprise could find a carrier to deliver the goods. ^[53] The language of the bill of lading provides that "Time calculations exclude time in storage."^[54]

84. Over 30 consumers complained to the Attorney General's Office that their household goods were not delivered timely.^[55]

E. Legal Standards Pursuant to FMCSA and I.T.C. Regulations

85. A violation of the I.T.C. and FMCSA Regulations also constitutes a violation of FDUTPA pursuant to Section 501.203(3)(c), Florida Statutes, as it is based on an underlying violation of a "law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices." § 501.203(3), Fla. Stat; *see Williams v. Delray Auto Mall, Inc.*, 916 F. Supp. 2d 1294, 1300 (S.D. Fla. 2013). A violation of FDUTPA pursuant to Section 501.203(3) subjects the violator to the same applications of law, including, but not limited to, liability standards and monetary relief, detailed above under the discussions regarding violations of FDUTPA.

86. Defendants' violations of the I.T.C. and FMCSA Regulations in turn serve as violations of FDUTPA. § 501.203(3)(c), Fla. Stat.

FDUTPA Affords the Enforcing Authority Broad Remedies

A. Injunctive Relief

87. Section 501.207(1)(b), Florida Statutes, provides that the Attorney General to "enjoin any person who has violated, is violating, or is otherwise likely to violate, this part."

88. As recently as Fall 2020, Guzi continued to take payments from consumers in connection

with sales and marketing for household good moving services.^[56] On cross examination, Guzi testified that he is still in the industry conducting marketing and customer service for J & R Movers and other moving companies.

89. Only a permanent, lifetime, industry ban will adequately ensure that Defendants Guzi and Guzi Enterprises, LLC will be effectively prohibited and enjoined from directly or indirectly making misleading, material misrepresentations regarding household goods moving-related services, including information, statements or omissions about Guzi's participation, involvement, role or ownership in any entity, company or enterprise that offers or is otherwise engaged in household goods moving-related services.

B. Disgorgement of ill-gotten gains

90. FDUTPA authorizes reimbursement to consumers who have been harmed by deceptive trade practices and authorizes the court to grant legal, equitable, or other appropriate relief. Section 501.207(3), Florida Statutes. The Court's power to grant equitable relief under FDUTPA is extremely broad and includes the power to grant disgorgement or restitution. *See e.g., F.T.C. v. Mylan Laboratories, Inc.*, 99 F.Supp.2d 1 (D.D.C. 1999) (holding that restitution is an available remedy under FDUTPA because "the broad remedial language of the Florida Act suggests that the Florida Legislature intended to provide a full range of equitable monetary relief" under § 501.207); *see also F.T.C. v. Gem Merchandising Corp.*, 87 F.3d 466, 469 (11th Cir. 1996) (finding that where the FTC sought an injunction, the court's equitable power included the power to grant restitution and disgorgement).

91. An award of disgorgement is an award which "deprives Defendants of their ill-gotten gains." *F.T.C. v. Ist Guar. Mortg. Corp.*, No 09-cv-61840, 2011 WL 1233207, at *21 (citing *Gem Merchandising Corp.*, 87 F.3d at 470); *F.T.C. v. Direct Marketing Concepts, Inc.*, 648 F.Supp.2d 202 (D.Mass.2009)). It is not Defendants' profit, but Defendants' net revenue, that is, gross receipts less refunds, resulting from the deception that is the appropriate measure of unjust gain. *F.T.C. v. Washington Data Resources*, 856 F.Supp.2d 1247, 1279-1280 (M.D.Fla.2012); *see also F.T.C. v. SlimAmerica, Inc.*, 77 F.Supp.2d 1263, 1276 (S.D. Fla. 1999) ("[t]he appropriate measure for redress is the aggregate

amount paid by consumers, less refunds made by defendants.”). Further, “defendants in a disgorgement action are ‘not entitled to deduct costs associated with committing their illegal acts.’” *F.T.C. v. Bronson Partners, LLC*, 654 F.3d 359, 275 (quoting *S.E.C. v. Cavanagh* No. 98-Civ.-1818-DLC, 2004 WL 1594818, at *30 (S.D.N.Y. July 16, 2004)); *SlimAmerica*, 77 F.Supp.2d at 1276 (“Costs incurred by the defendants in the creation and perpetration of the fraudulent scheme will not be passed on to the victims.”).

92. Consumers are entitled to full refunds, even if they obtained some value from their purchase. “[L]iability for deceptive sales practices does not require that the underlying product be worthless.” *F.T.C. v. IAB Mktg. Assoc.*, 746 F.3d 1228, 1233 (11th Cir. 2014) (rejecting defendants’ argument that district court should have taken into account the residual value of the products it sold, despite its misrepresentations). “The salient issue in fraudulent-misrepresentation cases ‘is whether the seller’s misrepresentations tainted the customer’s purchasing decisions,’ not the value (if any) of the items sold.” *Id.* at 1235 (citing *McGregor v. Chierico*, 206 F.3d 1378, 1388 (11th Cir. 2000)). Indeed, “the injury to a consumer occurs at the instant of a seller’s misrepresentations, which taint the consumer’s subsequent purchasing decisions.” *BlueHippo Funding*, 762 F.3d at 244.

93. Plaintiff must only “‘show that its calculations reasonably approximated’ the amount of the defendant’s unjust gains, after which ‘the burden shifts to the defendant to show that those figures were inaccurate.’” *F.T.C. v. Verity International Ltd.*, 443 F.3d 48, 67 (2d Cir. 2006)(quoting *F.T.C. v. Febre*, 128 F.3d 530, 535 (7th Cir. 1997); see also *SEC v. Calvo*, 378 F.3d 1211, 1217 (11th Cir.2004). The law does not require that Plaintiff prove each dollar of unjust gain accrued directly from Defendants’ deceptions. *F.T.C. v. Washington Data Res.*, 856 F. Supp. 2d 1247, 1281 (M.D. Fla. 2012), *aff’d sub nom. F.T.C. v. Washington Data Res., Inc.*, 704 F.3d 1323 (11th Cir. 2013). However, Plaintiff cannot disgorge revenue received by Defendants before the violative practices began and is, therefore, required to prove when the deception began in order to properly calculate its disgorgement request. *Id.* at 1281.

94. There is no dispute that the Defendant Enterprise was in the moving business from January 2015 and continued until April 30, 2018.^[57] It is during this relevant time period that the Defendant

Enterprise took in at least \$10,578,612.78 from consumers for moving services. [\[58\]](#)

95. Defendants offered no evidence or argument as to any inaccuracy of the Attorney General's calculations.

96. This amount is a reasonably approximate calculation of Defendants' net revenue resulting from Defendants' violations of FDUTPA as it accounts for all consumer payments made to Defendants as well as all refunds and chargebacks to consumers during the relevant time period and is, therefore, an appropriate calculation of Defendant's ill-gotten gains.

C. Civil Penalties

97. Evidence presented by Plaintiff at trial demonstrated that Defendants willfully committed FDUTPA violations, violations of the Florida Moving Act, and violations of federal law constituting violations of FDUTPA under Section 501.203(3)(c), thus supporting the imposition of penalties and equitable relief against Defendants and in favor of the Attorney General.

98. The Court may impose a civil penalty of not more than \$10,000 for each willful FDUTPA violation, and up to \$15,000 when the conduct affects senior citizens or handicapped persons. Sections 501.2075 and 2077, Florida Statutes. A "willful" violation occurs when the person knew or should have known that his or her conduct was unfair or deceptive or prohibited by rule. Section 501.2075, Florida Statutes.

99. A separate FDUTPA violation occurs with each separate, unlawful method, act, or practice. Section 501.2075, Florida Statutes. Indeed, the FDUTPA is replete with references to "an act"—singular. *See* §§ 501.2075 (providing civil penalties for the willful use of an unlawful "method, act, or practice"); 501.2077(2) (providing the same for violations involving senior citizens or handicapped persons); 501.2105(1) (governing attorney's fees in "any civil litigation resulting from an act or practice involving a violation"); 501.212(1), Fla. Stat. (excepting "an act or practice" required or specifically permitted by law)).

100. A penalty may be assessed for each consumer that paid money to Defendants as a result of

Defendants' misrepresentations. *See e.g. Consumer Fin. Prot. Bureau v. Harper*, No. 14-80931-CIV, 2015 WL 13708155, at *10 (S.D. Fla. May 28, 2015) (Court assessed a civil penalty under FDUTPA against Defendants for each consumer who paid monies to Defendants based upon their deceptive and misleading practices); *see also Beacon Prop. Mgmt., Inc.*, 842 So. 2d at 775 (“[FDUTPA] is broad enough to protect against instances of unfair or deceptive conduct as to a single party or under a single transaction or contract. . .”).

101. Unlike the Federal Trade Commission Act, FDUTPA does not enumerate the factors to consider in assessing a civil penalty but instead focuses only on a “willful” violation. However, the FTC’s factors to consider in connection with “civil actions for penalties for knowing violations of cease and desist orders respecting unfair or deceptive acts or practices” may prove persuasive. *See, e.g., F.T.C. v. Hughes*, 710 F. Supp. 1524, 1529 (N.D. Tex. 1989) (“15 U.S.C. § 45(m)(1)(A) authorizes a civil penalty of not more than \$10,000 per violation from any person who violates the Rule ‘with actual knowledge or knowledge fairly implied on the basis of objective circumstances’ that the act is unfair or deceptive and prohibited by the Rule. The court's determination of the penalty amount depends on the degree of culpability, history of prior such conduct, ability to pay, effect on ability to pay, effect on the ability to continue to do business, and ‘such other matters as justice may require.’”; *United States v. Dish Network LLC*, 256 F. Supp. 3d 810, 976 (C.D. Ill. 2017), *aff’d in part, vacated in part, remanded sub nom. United States v. Dish Network L.L.C.*, 954 F.3d 970 (7th Cir. 2020) (“The FTC Act sets forth factors the Court must consider in setting the appropriate amount of civil penalties within the statutory maximum: ‘In determining the amount of such a civil penalty, the court shall take into account the degree of culpability, any history of prior such conduct, ability to pay, effect on ability to continue to do business, and such other matters as justice may require.’”)

102. Evidence presented at trial makes clear that Defendants’ violations of FDUTPA were willful. Defendants made a host of untrue promises to entice consumers to choose the Defendant Enterprise. Defendants’ countless misrepresentations to consumers over the course of three and one-half years constitute willful violations of FDUTPA that are extreme, egregious, and worthy of the maximum

\$10,000 per violation for each of the approximate 16,500 moves that Defendant Guzi testified he performed over the relevant time period.

103. Accordingly, the Court could award the Attorney General \$165,000,000 in civil penalties, comprised of a \$10,000 for each consumer transaction, ignoring the number of misrepresentations made to each consumer and heightened penalties available for vulnerable populations.

104. Evidence presented at trial also shows by the greater weight of the evidence that the Defendant Enterprise also violated the Florida Movers Act and the I.T.C. and F.M.C.S.A Regulations. On advertising violations alone, the Defendant Enterprise has exposure for more than \$165,000,000 in FDUTPA penalties awarded pursuant to Section 501.203(3)(c), Florida Statutes, based on their violations of state and federal regulations governing household moves.

Attorney's Fees and Costs

105. Section 501.2075, Florida Statutes provides that the enforcing authority is entitled to reasonable attorney's fees if civil penalties are assessed in any litigation. FDUTPA further provides that the prevailing party may recover attorney's fees and costs from the non-prevailing party. Section 501.2105, Florida Statutes.

106. The Court also finds that Plaintiff is entitled to reasonable attorney's fees and costs under Section 501.2075, Florida Statutes, given that the Court awarded civil penalties to Plaintiff.

107. The Court also finds that Plaintiff is the prevailing party and may recover attorney's fees and costs from the non-prevailing parties, Defendants, under Section 501.2105, Florida Statutes.

D. Individual Liability

108. Under FDUTPA enforcement law, once corporate liability is established, individual defendants may also be held liable if the individual (1) participated directly in the deceptive practices or acts, (2) directly controlled the deceptive practices or acts, or (3) possessed the authority to control the deceptive acts and had actual or constructive knowledge of the acts. *State, Office of Atty. Gen., Dept. of Legal Affairs v. Wyndham Intern., Inc.*, 869 So. 2d 592, 595 (Fla. 1st DCA 2004). If an individual

defendant directly participates in the deceptive practices or acts or they possessed the authority to control them, they may be held liable for consumer redress or disgorgement under the FDUTPA. *Id.* at 598; *see also Gem Merchandising Corp.*, 87 F.3d at 470. “Authority to control the company can be evidenced by active involvement in business affairs and the making of corporate policy, including assuming the duties of a corporate officer.” *F.T.C. v. Amy Travel Service, Inc.*, 875 F. 2d 564, 573 (7th Cir. 1989) (citations omitted).

109. In order to hold individuals liable, the Attorney General need only show that the individual “had or should have had some knowledge or awareness of the misrepresentations.” *F.T.C. v. Five-Star Auto Club, Inc.*, 97 F. Supp. 2d 502, 535 (S.D.N.Y., 2000) citing *Amy Travel*, 875 F. 2d at 574 (citations omitted). “That knowledge requirement may be fulfilled by showing that the individual had ‘actual knowledge of material misrepresentations, reckless indifference to the truth or falsity of such misrepresentations, or an awareness of a high probability of fraud along with an intentional avoidance of the truth.’” *Amy Travel*, 875 F. 2d at 574. “One may not enjoy the benefits of fraudulent activity and then insulate one’s self from liability by contending that one did not participate directly in the fraudulent practices.” *FTC v. Amy Travel*, No. 87 C 6776, slip op. at 32 (N.D. Ill. Feb. 10, 1987), *aff’d Amy Travel*, 875 F.2d at 575.

110. As determined by this Court Defendant Guzi is the central player in the Defendant Enterprise and has liability in connection with the common enterprise.

111. Guzi also has liability as the individual in control of the Defendant Enterprises. Guzi was the owner of each of the Defendant companies at some time during the relevant time period, and he directly participated in, managed, operated, controlled, and had the ability to control the sales and operations of the Defendant companies. Therefore, the Court determines that Guzi is individually liable for violations of FDUTPA.

112. Consequently, Guzi should be held jointly and severally liable for any disgorgement and penalties amounts assessed under this Order.

ORDER

Based on the foregoing, it is ORDERED AND ADJUDGED:

1) Each Defendant is hereby permanently enjoined from directly or indirectly owning; controlling; having the authority to control; participating in; assisting with; or receiving any benefit from any business, organization, entity, or individual that provides any household goods moving services.

2) Each Defendant is hereby permanently enjoined from conducting any business from within the State of Florida relating to the household goods moving industry including but limited to conducting sales, marketing, advertising, or otherwise soliciting consumers; offering moves; offering deliveries; accepting payments for services; conducting moves, deliveries, or dispatch services, and is further enjoined from assisting others in any of the above-enumerated activities.

3) Judgment in the amount of \$5,289,306.00 is hereby entered in favor of the Attorney General against all Defendants, jointly and severally, for consumer relief and disgorgement (the “**Disgorgement Amount**”), for which let execution issue forthwith. The Disgorgement Amount shall be paid by wire transfer, certified funds or cashier’s checks, payable to the Department of Legal Affairs, and shall be sent to the Office of the Attorney General, Attention: Ellen Lyons, Special Counsel, 3507 E. Frontage Road, Suite 325, Tampa, FL 33607. Upon receipt, the check shall be deposited into the Department of Legal Affairs Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes, for distribution to consumers according to the sole business judgment of the Attorney General. If any monies remain after the distribution of the Disgorgement Amount, they shall be used to defray the costs of restitution distribution and any attorney’s fees and costs incurred in enforcing this Judgment, or as fees and costs associated with ongoing and future enforcements initiatives pursuant to FDUTPA. Interest computed at the statutory rate pursuant to Section 55.03, Florida Statutes, will immediately begin to accrue on any unpaid balance due and owing on the Disgorgement Amount and will be rendered due and payable until fully paid by Defendants.

4) Judgment in the amount of \$16,500,000.00 is hereby entered in favor of the Attorney General

against all Defendants, jointly and severally, for civil penalties (the “**Penalty Amount**”), for which let execution issue forthwith. The Penalty Amount shall be paid by wire transfer, certified funds or cashier’s checks, payable to the Department of Legal Affairs, and shall be sent to the Office of the Attorney General, Attention: Ellen Lyons, Special Counsel, 3507 E. Frontage Road, Suite 325, Tampa, FL 33607. Upon receipt, the check shall be deposited into the Department of Legal Affairs General Revenue Fund, in accordance with Section 501.2075, Florida Statutes. Interest computed at the statutory rate pursuant to Section 55.03, Florida Statutes, will immediately begin to accrue on any unpaid balance due and owing on the Penalty Amount until fully paid by Defendants.

5) The Attorney General is entitled to reasonable attorney’s fees and costs in this matter and the Court retains jurisdiction to determine the amount to be awarded upon subsequent motion by the Attorney General. The Court also retains jurisdiction to enter further orders that are proper to compel compliance with this Final Judgment or to entertain contempt proceedings, civil and/or criminal, as appropriate.

6) In accordance with this Order, FINAL JUDGMENT is hereby entered against Defendants ALL USA VAN LINES INC, d/b/a Interstate Movers and Moving Group; MOVING GROUP, INC, 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 and Movers; Long Distance Movers and Household Van Lines, a Florida corporation; TRANSWORLD MOVERS INC, d/b/a Nationwide Movers-Long Distance Movers, a Florida corporation; EMOVING COMPANY, a Florida corporation d/b/a Nationwide Moving Services-Long Distance Movers and Nationwide Moving Services; and OHAD E. GUZI, jointly and severally, in the total amount of \$21,789,306.00 broken out as \$5,289,306.00 in consumer relief through disgorgement of Defendants’ ill-gotten gains and \$16,500,000.00 for civil penalties. Such FINAL JUDGMENT is awarded in favor of Plaintiff, the

Attorney General, pursuant to Section 501.207(3), Florida Statutes, which such judgment amount shall bear interest per year at the applicable statutory rate until fully paid. Let execution issue forthwith.

DONE AND ORDERED in Chambers at Broward County, Florida on 20th day of May, 2022


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Hon. Phillips, Carol-Lisa (25)

CIRCUIT JUDGE

[1] Exhibit 2, Summary – Timeline of Corporate Events.

[2] *Id.*

[3] *Id.*

[4] *Id.*

[5] *Id.*

[6] *Id.*

[7] *Id.*

[8] *Id.*

[9] Exhibit 2, Timeline of Corporate Events; Testimony of former Senior Financial Investigator Shawn Lux; Exhibit 13, *passim*; Exhibit 15, Summary – Bank of America accounts Analysis; Testimony of Financial Investigator Nakia Gouldbourne.

[10] Testimony of Ohad Guzi; Exhibit 17, Bill of Sale.

[11] Order Granting Plaintiff’s Motion for Partial Summary Judgment as to Common Enterprise entered March 11, 2022.

[12] Operating as “Top Movers d/b/a Interstate Movers” and under DOT# 2355621. Exhibit 2, Summary – timeline of Corporate Events; Testimony of former Senior Financial Investigator Shawn Lux; Exhibit 3, FL Department of State Filings for Top Movers, including fictitious name filing for Interstate Movers; Exhibit 5, Receipt from State of Florida confirming that Guzi paid Top Movers fees to the Department of State; Testimony of Financial Investigator Nakia Gouldbourne; Exhibit 12, Summary – Consumers’ Links to Defendants’ Enterprise; Exhibit 13, consumer complaints filed by Christina, Davis, Frost, Hopkins, Mendenhall, Moncrieffe, Pasquarella, and Wood; Testimony of Federal Program Manager Kevin Schurwan of FMCSA; Exhibit 11, FMCSA Composite File; Exhibit 15, Summary – Bank of America accounts Analysis.

[13] Operating as “247 Moving Services, Inc. d/b/a Cross Country Movers/Full Service Moves and Household Van Lines” and under DOT #1816661. Exhibit 2, Summary – timeline of Corporate Events; Testimony of former Senior Financial Investigator Shawn Lux; Testimony of Financial Investigator Nakia Gouldbourne; Exhibit 12, Summary – Consumers’ Links to Defendants’ Enterprise; Exhibit 13, consumer complaints filed by Bennett, Haynes, Levite, Olszewski, Shaikh, Townsend, and Walker; Testimony of Federal Program Manager Kevin Schurwan of FMCSA; Exhibit 11, FMCSA Composite File; Exhibit 15, Summary – Bank of America accounts Analysis.

[14] Operating as “EMoving Company d/b/a Nationwide Moving Services 0 Long Distance Movers and Nationwide Moving Services” and under DOT #2465916; Exhibit 2, Summary – timeline of Corporate Events; Testimony of former Senior Financial Investigator Shawn Lux; Exhibit 4, FL Department of State Filings for EMoving Company, including fictitious name filings for Nationwide Moving Services-Long Distance Movers and Nationwide Moving Services; Testimony of Financial Investigator Nakia Gouldbourne; Exhibit 12, Summary – Consumers’ Links to Defendants’ Enterprise; Exhibit 13, consumer complaints filed by Bennett and Bruno; Testimony of Federal Program Manager Kevin Schurwan of FMCSA; Exhibit 11, FMCSA Composite File; Summary – Bank of America accounts Analysis.

[15] Testimony of Ohad Guzi; Exhibit 13, *passim*; Exhibit 8, Case Summary from Department of Agriculture and Consumer

Affairs (DACS) for Case No. 1711-43678; Testimony of Investigator Nicholas Lupo; Exhibit 9, DACS Cease and Desist Letter from Specified Intrastate Moving Activities dated 2/20/18 for Case No. 1711-43678; Testimony of Federal Program Manager Kevin Schurwan of FMCSA; Exhibit 11, FMCSA Composite File; Exhibit 12, Summary – Consumers’ Links to Defendants’ Enterprise; Exhibit 15, Summary – Bank of America accounts Analysis; Testimony of Financial Investigator Nakia Gouldbourne.

[16] See also Exhibit 6, Records Custodian Affidavit of Granot, Inc.; Testimony of former Senior Financial Investigator Shawn Lux.

[17] Exhibit 12, Summary – Consumers’ Links to Defendants’ Enterprise; Exhibit 13, *passim*; Exhibit 14, Excerpt of Bank of America checks; Testimony of Financial Investigator Nakia Gouldbourne.

[18] Testimony of Irene Rubin; Testimony of Jason Bennett; Testimony of Kelly Wood; Testimony of Carlos Rice; Testimony of Catherine Shannon; Exhibit 12, Summary – Consumers’ Links to Defendants’ Enterprise; Exhibit 13, *passim*; Testimony of Financial Investigator Nakia Gouldbourne; Testimony of Ohad Guzi.

[19] Exhibit 13, Cossingham complaint; Exhibit 7 Summary- Website Preservation Review; Testimony of Former Senior Financial Investigator Shawn Lux; Exhibit 13, *passim*; Testimony of Financial Investigator Nakia Gouldbourne.

[20] Exhibit 13, Rubin complaint; Testimony of Irene Rubin; Exhibit 13, *passim*; Testimony of Financial Investigator Nakia Gouldbourne.

[21] Exhibit 13, Ali complaint; Exhibit 7 Summary- Website Preservation Review; Testimony of Former Senior Financial Investigator Shawn Lux; Testimony of Catherine Shannon; Exhibit 13, *passim*; Testimony of Financial Investigator Nakia Gouldbourne.

[22] Exhibit 13, Rice complaint; Testimony of Carlos Rice; Exhibit 13, *passim*; Testimony of Financial Investigator Nakia Gouldbourne.

[23] Exhibit 13, Wood complaint; Testimony of Kelly Wood; Exhibit 13, *passim*; Testimony of Financial Investigator Nakia Gouldbourne.

[24] Exhibit 13, Vivas complaint (marked for identification purposes); Exhibit 13, *passim*; Testimony of Financial Investigator Nakia Gouldbourne.

[25] Testimony of Irene Rubin; Testimony of Jason Bennett; Testimony of Kelly Wood; Testimony of Carlos Rice; Testimony of Catherine Shannon; Testimony of Financial Investigator Nakia Gouldbourne; Exhibit 13, *passim*.

[26] Exhibit 13, *passim*; Testimony of Financial Investigator Nakia Gouldbourne.

[27] *Id.*

[28] *Id.*

[29] Exhibit 13, *passim*; see e.g., Hashmat complaint (price increased from \$6,000 to \$10,300); Mohaupt complaint (price increased by \$1400); Canfield complaint (price increased by \$1200); Goel complaint (price increased by \$1000); Testimony of Financial Investigator Nakia Gouldbourne.

[30] Testimony of Irene Rubin; Testimony of Kelly Wood; Testimony of Financial Investigator Nakia Gouldbourne; Exhibit 13, Alfano complaint; Bennett complaint, Burnett complaint; Frost complaint; Griffin complaint; Rubin complaint; Sloan complaint; Sylvester complaint; Wheeler complaint; Williams complaint; Wood complaint; Zelles complaint.

[31] Testimony of Ohad Guzi.

[32] Exhibit 13, *passim*; Testimony of Financial Investigator Nakia Gouldbourne.

[33] *Id.*

[34] Exhibit 13, *passim*. Testimony of Financial Investigator Nakia Gouldbourne.

[35] See also *id.*

[36] Testimony of Irene Rubin; Testimony of Jason Bennett; Testimony of Kelly Wood; Testimony of Carlos Rice; Testimony of Catherine Shannon; Testimony of Financial Investigator Nakia Gouldbourne; Exhibit 13, *passim*; Testimony of Ohad Guzi.

[37] Order Granting Plaintiff’s Motion for Partial Summary Judgment as to Common Enterprise; Testimony of Irene Rubin; Testimony of Jason Bennett; Testimony of Kelly Wood; Testimony of Carlos Rice; Testimony of Catherine Shannon; Testimony of former Senior Financial Investigator Shawn Lux; Exhibit 2, Summary – Timeline of Corporate Events; Exhibit 6, Records Custodian Affidavit of Granot, Inc.; Exhibit 3, FL Department of State Filings for Top Movers; Exhibit 4, FL Department of State Filings for EMoving Company; Testimony of Financial Investigator Nakia Gouldbourne; Exhibit 12, Summary – Consumers’ Links to Defendants’ Enterprise; Exhibit 13, *passim*; Testimony of Ohad Guzi; Testimony of Investigator Supervisor Nicholas Lupo of DACS; Testimony of Federal Program Manager Kevin Schurwan of FMCSA; Exhibit 11, FMCSA Composite File.

[38] Order Granting Plaintiff’s Motion for Partial Summary Judgment as to Common Enterprise; Testimony of Irene Rubin; Testimony of Jason Bennett; Testimony of Kelly Wood; Testimony of Carlos Rice; Testimony of Catherine Shannon; Testimony of former Senior Financial Investigator Shawn Lux; Exhibit 2, Summary – Timeline of Corporate Events;

Testimony of Financial Investigator Nakia Gouldbourne; Exhibit 13, *passim*; Testimony of Ohad Guzi; Testimony of Federal Program Manager Kevin Schurwan of FMCSA; Exhibit 11, FMCSA Composite File; Exhibit 15, Summary – Bank of America accounts Analysis.

[39] Testimony of former Senior Financial Investigator Shawn Lux; Exhibit 2, Summary – Timeline of Corporate Events; Testimony of Federal Program Manager Kevin Schurwan of FMCSA; Exhibit 11, FMCSA Composite File; Testimony of Ohad Guzi; Exhibit 13, *passim*.

[40] Testimony of Ohad Guzi.

[41] *Id.*; see also Exhibit 6, Records Custodian Affidavit of Granot, Inc.; Exhibit 7, Summary – Website Preservation Review.

[42] Exhibit 13, T. Smith complaint.

[43] Exhibit 15, Summary – Bank of America account Analysis; Testimony of Financial Investigator Nakia Gouldbourne.

[44] *Id.*

[45] Section 501.204(2) providing that “It is the intent of the Legislature that, in construing subsection (1), due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to s. 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. s. 45(a)(1)”.

[46] Testimony of Ohad Guzi (“Q. And did you set up an office to run your companies? A. Yes. Q. And where was that office located? A. I start in the beginning I had like 300 Oakwood Lane in Hollywood. And then I had another office 2346 Thomas Street, Hollywood, Florida.”)

[47] *See also* Exhibit 8, Case Summary from Department of Agriculture and Consumer Affairs (DACS) for Case No. 1711-43678; Exhibit 9, DACS Cease and Desist Letter from Specified Intrastate Moving Activities dated 2/20/18 for Case No. 1711-43678.

[48] *See also* Exhibit 11, FMCSA Composite File.

[49] Testimony of Ohad Guzi; Exhibit 13, *passim*.

[50] Exhibit 13, *passim*; see e.g., Hashmat complaint (price increased from \$6,000 to \$10,300); Mohaupt complaint (price increased by \$1400); Canfield complaint (price increased by \$1200); Goel complaint (price increased by \$1000).

[51] Testimony of Irene Rubin; Testimony of Kelly Wood; Testimony of Financial Investigator Nakia Gouldbourne; Exhibit 13, Alfano complaint; Bennett complaint, Burnett complaint; Frost complaint; Griffin complaint; Rubin complaint; Sloan complaint; Sylvester complaint; Wheeler complaint; Williams complaint; Wood complaint; Zelles complaint.

[52] *See, e.g.* Exhibit 13, Alfano complaint; Bennett complaint; Burnett complaint.

[53] Testimony of Ohad Guzi.

[54] *See, e.g.*, Exhibit 13, Kemenyes complaint (disclosure regarding delivery schedule).

[55] Exhibit 13, *passim*.

[56] Exhibit 13, Smith complaint; Testimony of Ohad Guzi.

[57] Exhibit 13, *passim*. Testimony of Ohad Guzi; testimony of Financial Investigator Nakia Gouldbourne; Exhibit 15, Summary – Bank of America accounts Analysis.

[58] Exhibit 15, Summary – Bank of America accounts Analysis, Testimony of Financial Investigator Gouldbourne.

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