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REC'D & FILED
 SUPERIOR COURT
 OF NEW JERSEY
 MAY 04 2012
 PASSAIC COUNTY

By: Nicholas Kant
 Deputy Attorney General

SUPERIOR COURT OF NEW JERSEY
 CHANCERY DIVISION, PASSAIC COUNTY
 DOCKET NO. PAS-C-~~36~~-12

JEFFREY S. CHIESA, Attorney General of the State of New Jersey, and ERIC T. KANEFSKY, Acting Director of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

PROGRESSIVE MOVERS, INC. d/b/a MODERN ONE VERSATILE EXPERT RELOCATION SERVICE, M.O.V.E.R.S. INC. and MODERN M.O.V.E.R.S. INC.; ABC PACKING SUPPLIES, INC. d/b/a STATE WIDE BOX COMPANY, INC.; KONSTANTIN EGOROV, individually and as owner, officer, director, manager, employee, representative and/or agent of PROGRESSIVE MOVERS, INC. d/b/a MODERN ONE VERSATILE EXPERT RELOCATION SERVICE, M.O.V.E.R.S. INC. and MODERN M.O.V.E.R.S. INC., and/or ABC PACKING SUPPLIES, INC. d/b/a STATE WIDE BOX COMPANY, INC.; YEVGENIY PISKUN a/k/a YEVGENIY PESKUN a/k/a EUGENE PISKUN a/k/a EUGENE PESKUN a/k/a EUGENE PESKIN a/k/a SAM PISKUN a/k/a SAM PESKUN a/k/a SAM PESKIN, individually and as owner, officer, director, manager, employee, representative and/or agent of PROGRESSIVE MOVERS, INC. d/b/a MODERN ONE VERSATILE EXPERT RELOCATION SERVICE, M.O.V.E.R.S. INC. and MODERN M.O.V.E.R.S. INC., and/or ABC PACKING SUPPLIES, INC. d/b/a STATE WIDE BOX COMPANY, INC.; JANE AND JOHN DOES 1-20, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of PROGRESSIVE MOVERS, INC. d/b/a MODERN ONE VERSATILE EXPERT RELOCATION SERVICE, M.O.V.E.R.S. INC. and MODERN M.O.V.E.R.S. INC., and/or ABC PACKING SUPPLIES, INC. d/b/a STATE WIDE BOX COMPANY, INC.; and XYZ CORPORATIONS 1-20,

Defendants.

Civil Action

VERIFIED
COMPLAINT

Plaintiffs Jeffrey S. Chiesa, Attorney General of the State of New Jersey ("Attorney General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Eric T. Kanefsky, Acting Director of the New Jersey Division of Consumer Affairs ("Director"), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of Verified Complaint state:

PRELIMINARY STATEMENT

1. Moving from one home to another is often a stressful and labor-intensive process for consumers. Therefore, consumers often rely on public movers to assist with the transport of their personal property, which usually includes furniture, household furnishings and clothing. The selection of a public mover is an important task, as the consumers are entrusting to the company the possession of their property during the process of relocation.

2. Since at least September 2009, defendants Progressive Movers, Inc. d/b/a Modern One Versatile Expert Relocation Service, M.O.V.E.R.S. Inc. and Modern M.O.V.E.R.S. Inc. (collectively, "Progressive Movers"), Konstantin Egorov ("Egorov"), ABC Packing Supplies, Inc. d/b/a State Wide Box Company, Inc. ("ABC Packing"), and Yevgeniy Piskun a/k/a Yevgeniy Piskun a/k/a Eugene Piskun a/k/a Eugene Peskun a/k/a Eugene Peskin a/k/a Sam Piskun a/k/a Sam Peskun a/k/a Sam Peskin ("Piskun") (collectively, "Defendants"), have engaged in a predatory bait and switch scheme through their offering for sale and provision of public moving services ("Mover's Services") to consumers in the State of New Jersey ("State" or "New Jersey").

3. In essence, Defendants provided Internet quotes to consumers for Mover's Services which were artificially low (e.g., \$210.00). After taking physical possession of the consumers' property by loading it into a moving truck, Defendants then demanded payment

grossly in excess of the quoted price, ranging from \$500 to \$4,190. Defendants attempted to justify these amounts through exorbitant packing and other bogus charges which were often not disclosed or discussed with consumers beforehand. When shocked consumers protested these amounts, Defendants threatened to drive off and retain the property unless and until payment was made. In some cases, Defendants actually retained consumers' property for many days. In many cases, consumers' property was damaged and/or missing. To date, more than eighty-two (82) consumer complaints against Defendants have been received by the Division of Consumer Affairs ("Division"), since September 2009.

4. Defendants generally advertised and interacted with consumers under the business name "Progressive Movers." Progressive Movers later registered an alternate name with the State, "Modern One Versatile Expert Relocation Service," but began conducting business under an unregistered initialism of that name, "M.O.V.E.R.S. Inc." Much of the charges Defendants demanded in excess of the quoted amount were attributable for packing charges under the name ABC Packing or State Wide Box Company, Inc. However, consumers never called, hired or sought any packing services from either entity, and generally saw the name ABC Packing or State Wide Box Company, Inc. for the first time when the Defendants provided them with the packing charges bill, during or after the move.

5. Through their advertisement and provision of Mover's Services, Defendants have committed multiple violations of the Public Movers & Warehousemen Licensing Act, N.J.S.A. 45:14D-1 et seq. ("Public Movers Licensing Act"), the Regulations Governing Public Movers and Warehousemen, N.J.A.C. 13:44D-1 et seq. ("Public Movers Regulations"), and the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"). Additionally, Progressive Movers

and Egorov's conduct is in violation of a July 19, 2011 settlement with the Division. Consequently, the Attorney General and Director submit this Verified Complaint in order to halt Defendants' deceptive business practices.

PARTIES AND JURISDICTION

6. The Attorney General is charged with the responsibility of enforcing the Public Movers Licensing Act, the Public Movers Regulations, and the CFA. The Director is charged with the responsibility of administering the Public Movers Licensing Act, the Public Movers Regulations and the CFA on behalf of the Attorney General.

7. By this action, the Attorney General and Director (collectively, "Plaintiffs") seek injunctive and other relief for violations of the Public Movers Licensing Act, the Public Movers Regulations and the CFA. Plaintiffs bring this action pursuant to their authority under the Public Movers Licensing Act, specifically N.J.S.A. 45:D-16 and 45:D-21, and the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19. Venue is proper in Passaic County, pursuant to R. 4:3-2, because it is the county in which Defendants have maintained a principal place of business.

8. On March 31, 2009, Progressive Movers was established as a Domestic For-Profit Corporation in the State. Upon information and belief, Progressive Movers formerly maintained a principal business address of 185 6th Avenue, Paterson, New Jersey 07524 ("185 6th Avenue, Paterson"), but currently maintains a principal business address of 463 Grand Street, Paterson, New Jersey 07505 ("463 Grand Street, Paterson").

9. At all relevant times, the registered agent in the State for Progressive Movers has been Egorov, with a mailing address of 224 Westervelt Avenue, #7, Hawthorne, New Jersey 07506 ("224 Westervelt Avenue, Hawthorne").
10. On May 20, 2011, Progressive Movers filed with the State a Registration of Alternate Name listing Modern One Versatile Expert Relocation Servic[e].
11. Neither M.O.V.E.R.S. Inc. nor Modern M.O.V.E.R.S. Inc. are registered in the State as a business entity or trade name.
12. Upon information and belief, at all relevant times, defendant Egorov has been an owner, officer, director and/or manager of Progressive Movers and has controlled, directed and/or participated in the management and operation of that entity.
13. Upon information and belief, at all relevant times, defendant Egorov has also been an officer, director and/or manager of ABC Packing and has controlled, directed and/or participated in the management and operation of that entity.
14. Upon information and belief, at all relevant times, Egorov has maintained business and mailing addresses of: 185 6th Avenue, Paterson; 224 Westervelt Avenue, Hawthorne; 335 Sherwood Drive, Paramus, New Jersey 07652; 282 North Main Street, Lodi, Suite 4, New Jersey 07644 ("282 North Main Street, Lodi"); 605 Grove Street, Apartment K3, Clifton, New Jersey 07013; and 1 River Place, Apartment 1228, New York, New York 10036.
15. On April 25, 2009, ABC Packing was established as a For-Profit Domestic Corporation in the State. At all relevant times, ABC Packing has maintained a principal business address of 282 North Main Street, Lodi.

16. At all relevant times, the registered agent in the State for ABC Packing has been Piskun, with a mailing address of 3-10 Cyril Avenue, Fair Lawn, New Jersey 07410 ("3-10 Cyril Avenue, Fair Lawn").

17. Upon information and belief, State Wide Box Company, Inc. was established in the State as a corporation on August 20, 1976, but has no connection to Defendants. State Wide Box Company, Inc. is not registered in the State as either an alternate name for ABC Packing, business entity or trade name.

18. Upon information and belief, defendant Piskun's actual name is Yevgeniy Piskun, although he has also used the following names: Yevgeniy Peskun, Eugene Piskun, Eugene Peskun, Eugene Peskin, Sam Piskun, Sam Peskun and/or Sam Peskin.

19. Upon information and belief, at all relevant times, defendant Piskun has been an owner, officer, director and/or manager of Progressive Movers and has controlled, directed and/or participated in the management and operation of that entity.

20. Upon information and belief, at all relevant times, defendant Piskun has also been an owner, officer, director and/or manager of ABC Packing and has controlled, directed and/or participated in the management and operation of that entity.

21. Upon information and belief, at all relevant times, Piskun has maintained business and mailing addresses of: 185 6th Avenue, Paterson; 282 North Main Street, Lodi; and 3-10 Cyril Avenue, Fair Lawn.

22. John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of Progressive Movers and/or ABC Packing who

have been involved in the conduct that gives rise to this Verified Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Verified Complaint to include them.

23. XYZ Corporations 1 through 20 are fictitious corporations meant to represent any additional corporations who have been involved in the conduct that gives rise to this Verified Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Verified Complaint to include them.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

24. Upon information and belief, since at least September 2009, Defendants have been engaged in the business of offering for sale and providing Mover's Services to consumers within the State.

A. Defendants' Initial Solicitation of Consumers:

25. Defendants have advertised through a number of moving websites, including http://www.vanlines.com/moving_company_info/progressive_movers.html, http://www.topmovingcompanies.com/companies/progressive_movers_2078468.html and http://www.relocation.com/moving_services/company/progressive_movers_NJ.html (collectively, "Defendants' Websites"), which are still active.

26. Upon information and belief, Defendants' Websites initially advertised under the name Progressive Movers, but at some point after April 2011 changed to advertise under the name Modern One Versatile Expert Relocation Service, although the name Progressive Movers could be found within the text of Defendants' Websites in smaller type.

27. Upon information and belief, at all relevant times, Defendants' Websites did not include a phone number for Defendants.
28. Most consumers find Defendants through the Internet and applied for a price quote through Defendants' Websites.
29. Upon information and belief, Defendants would then respond by e-mail with a price quote ("Defendants' E-Mail Confirmations").
30. Defendants' E-Mail Confirmations generally quoted consumers a price of three (3) men at \$70.00 an hour, almost always for three (3) hours, for a total price of \$210.
31. Defendants' initial price quote rarely exceeded \$350.
32. Defendants' E-Mail Confirmations generally represented that the consumers would receive free boxes, (usually five (5)), and that all of the following were included in the quoted price: load, unload, delivery, disassembly, reassembly, professional movers, truck, gas and insurance.
33. Some of Defendants' E-Mail Confirmations represented that mileage was also included in the quoted price.
34. Some of Defendants' E-Mail Confirmations represented that Defendants accepted "cash, visa, mastercard, money order."
35. After receiving a price quote from Defendants, some consumers inquired about whether the quoted price was the total that would be charged and Defendants assured them that it was.

36. After receiving a price quote from Defendants, some consumers inquired about whether the quoted price included specific items (e.g., blankets and pads, stairs, travel time, boxes, etc.), and Defendants assured them that the quoted price included those items.

B. Defendants' Failure To Conduct The Requisite Pre-Move Inspection Of Consumers' Premises And To Issue The Necessary Pre-Move Documents:

37. Upon information and belief, at varying times, Defendants failed to inspect consumers' premises and goods to be moved at least twenty-four (24) hours prior to the date of the move.

38. Upon information and belief, at all relevant times, Defendants failed to issue to consumers the brochure entitled "Important Notice to Consumers Utilizing Public Movers."

39. Upon information and belief, at varying times, Defendants failed to issue to consumers written estimates and/or order for service forms (also known as moving contracts) at least twenty-four (24) hours prior to the date of the move, or at all.

40. Upon information and belief, at all relevant times, when Defendants did issue written estimates, Defendants issued non-binding estimates ("Non-Binding Estimates").

41. At varying times, Defendants failed to complete fully the Non-Binding Estimates and/or order for service forms.

42. At varying times, Defendants provided consumers with Non-Binding Estimates that stated that travel time was included, but then later charged consumers for travel time.

43. At varying times, Defendants provided consumers with Defendants' Non-Binding Estimates that included a Weight Basis section which had blanks for such charges as "elevator or

stair carry charges," but which was crossed out or not completed, but then later assessed stair carry charges.

44. At varying times, Defendants provided consumers with Non-Binding Estimates that included a blank or crossed out Estimated Cost of Packing and Unpacking Services section, when Defendants later assessed excessive and unnecessary packing charges.

45. At varying times, Defendants provided consumers with Defendants' Non-Binding Estimates that included a Special Instructions section which essentially stated: "** 5 Free Book Boxes / * Cust. will do all packing / * Cust. will provide all packing materials if not will be supplied by 3rd party at extra cost," although Defendants failed to provide free boxes, imposed packing charges on consumers who had done all packing themselves and/or imposed packing material charges on consumers who supplied their own packing materials.

46. At varying times, Defendants provided consumers with Defendants' Non-Binding Estimates that included a statement that "** Storage done by third party" when Defendants actually arranged for the storage.

47. Upon information and belief, at all relevant times, Defendants failed to disclose in the order for service forms that Defendants may not withhold all or any part of a shipment if the moving contract is not based on a binding estimate and the mover has not otherwise disclosed in the moving contract that the mover may withhold all or any part of the shipment for payment of the bill.

**C. Defendants' Provision Of Mover's Services,
Use Of Bait And Switch Tactics,
And Exorbitant, Unexpected Charges:**

48. Upon information and belief, Defendants generally arrived at a consumer's home hours late on the moving day, frequently in a rented vehicle that was not marked with the name of the business, license number and/or registered owner or lessee of the vehicle.

49. Before beginning the move, Defendants would generally require that consumers sign several blank forms (e.g., bill of lading, packing charges form).

50. At varying times, before beginning the move, Defendants required that consumers sign a "Moving Valuation Packet" which was not completed but included language that was untrue and/or limited consumers' rights (e.g., acknowledging that the consumers received the brochure entitled "Important Notice to Consumers Utilizing Public Movers," when such was not the case, waiver of liability, release of claims, charge back waiver).

51. Defendants failed to provide consumers with an adequate opportunity to read and understand the documents Defendants required them to sign prior to the beginning of the move.

52. At times, Defendants required that consumers sign blank forms (i.e. amount of charges not set forth).

53. At times, Defendants assured consumers that the documents were "standard paperwork" or otherwise stated or implied that it was not necessary for the consumers to read the documents prior to signature.

54. Once Defendants had control of the consumers' property, Defendants completed the blank documents signed by the consumers with exorbitant and unexpected charges, ranging from \$500 to \$4,940. Based upon the consumer complaints the Division has received to date,

the average charge approached \$1,400. This average charge is approximately seven (7) times the \$210 quote usually provided to consumers prior to the move.

55. At varying times, Defendants failed to provide consumers with copies of documents that they signed immediately after signing and/or at any time thereafter (e.g., estimates, order for service forms, bills of lading, etc.).

56. At varying times, before loading consumers' property onto their truck, Defendants informed consumers that the price was higher than the original estimate. At that point, many consumers were unable to reject Defendants' services because, among other things, they were required to leave their old residences on that day and did not have time to find another moving service.

57. At varying times, Defendants did not have basic tools required for Mover's Services, such as screwdrivers and hand trucks. At times, it was necessary for consumers to supply such tools.

58. Once they drove the consumers' property to the new residence and while in full possession and control of the property, Defendants demanded far more money to complete the move than the estimated prices provided prior to the move, based on excessive and previously undisclosed packing and other charges.

59. Defendants generally presented their exorbitant, unexpected charges to consumers in two separate documents: the bill of lading and the packing charges form.

60. At varying times, Defendants issued to consumers bills of lading that were not fully completed, because either some portions were not filled out or some charges were listed on a separate paper (e.g., packing charges).

61. At varying times, Defendants listed the packing and/or non-packing charges on a plain sheet of paper, which charges were sometimes inconsistent with the charges identified in other documents Defendants issued, such as bills of lading.

62. Upon information and belief, at varying times, Defendants failed to issue bills of lading.

**D. Defendants' Unjustifiable And Unwarranted
Non-Packing Mover's Services Charges:**

63. On the bill of lading, and sometimes on a separate piece of paper, Defendants identified a variety of non-packing fees and charges which were far in excess of the quoted price.

64. Defendants failed to disclose or explain many of the non-packing fees and charges prior to the move.

65. At varying times, Defendants charged consumers for a "long carry" or "long walk" when there was no long carry or long walk involved in the move.

66. At varying times, Defendants charged consumers for a "stairs carry" when there were no stairs, or very minimal stairs (e.g., one (1) step), involved in the move.

67. At varying times, Defendants charged consumers for more men than were actually involved in the move.

68. At varying times, Defendants charged consumers for more moving and/or travel time than was actually involved in the move.

69. At varying times, Defendants charged consumers for tolls when the actual amount of tolls involved in the move was less than the amount charged and/or none.

70. At varying times, Defendants changed the actual number of men and/or amount or type of equipment to be employed or utilized, without approval in writing and in advance from the consumer.

71. At varying times, the bills of lading also included packing charges.

**E. Defendants' Unjustifiable and Unwarranted
Packing Services Charges:**

72. Although Defendants generally used packing charges forms that bore the name ABC Packing, they sometimes used nearly identical forms that bore the names Progressive Movers, M.O.V.E.R.S. Inc., or State Wide Box Company, Inc. ("Defendants' Packing Charges Forms").

73. Upon information and belief, consumers often thought they were dealing with one business only, Progressive Movers, until Defendants provided them with a packing charges form that bore the name ABC Packing or State Wide Box Company, Inc., and requested separate payment to that company.

74. At varying times, Defendants demanded payment of packing charges to Progressive Movers or M.O.V.E.R.S. Inc., whether through Defendants' Packing Charges Forms or the bill of lading.

75. Even if packing was unnecessary, Defendants nevertheless did additional and unnecessary packing of consumers' property anyway, and then charged exorbitant amounts of money for such services (e.g., \$250 for a cardboard box and total packing charges frequently above \$1,000).

76. Upon information and belief, at varying times, Defendants represented that additional packing services were required by their insurance, when such was not the case.

77. Defendants did not disclose the exorbitant packing charges until after they were in possession of consumers' property.

78. Upon information and belief, Defendants failed to provide consumers with the free boxes that they promised orally and/or in writing.

79. At varying times, without the consumers' prior knowledge or assent, Defendants charged them as much as \$250.00 per "crate," when such "crates" were actually just cardboard boxes.

80. At varying times, without the consumers' prior knowledge or assent, Defendants charged them a rental fee for the pads that Defendants used in the moves.

81. At varying times, without the consumers' prior knowledge or assent, Defendants charged them for more packing supplies (e.g., "crates"/boxes, pads, tape, shrink wrap and/or bubble wrap) than were actually used or necessary for the move.

82. At varying times, Defendants represented prior to the moves that consumers' own packing of property was sufficient, and then performed packing and charged consumers large amounts of money for additional packing.

83. At varying times, Defendants represented that they would use consumers' own packing materials, but then Defendants used their own packing materials and charged consumers large amounts of money for such materials.

F. Defendants' Conduct After Demanding Excessive and Unjustified Payment Greatly Exceeding the Quoted Price:

84. When Defendants demanded payment greatly exceeding the quoted price for the move, consumers were frequently unwilling and/or unable to pay the higher amounts.

85. When consumers challenged Defendants' demands for payment greatly exceeding the quoted price, Defendants told the consumers that their property would be placed in storage and not returned until the consumers paid the amount demanded (as well as storage costs).

86. At varying times, Defendants actually drove away with consumers' property and did not return it for days, and in some cases, more than a week, until consumers paid the higher amounts that Defendants demanded.

87. At varying times, Defendants demanded cash payment, despite previously representing that they would accept other payment options (e.g., credit card), thus compelling consumers to seek out an ATM or bank in order to obtain the necessary cash.

88. Defendants have even demanded sex in exchange for reducing the large payment demanded before a consumers' property would be released.

89. Despite consumers paying amounts greatly exceeding Defendants' estimated prices, Defendants sometimes failed to complete the move by: (a) leaving consumers' property in the old home; (b) leaving consumers' property strewn about the new home; and/or (c) failing to reassemble furniture.

90. At varying times, Defendants failed to reassemble consumers' property, despite previously representing that reassembly was included in Defendants' Mover's Services.

91. At varying times, consumers' property was missing or damaged once Defendants had completed the move, and Defendants failed to return or provide reimbursement for the missing or damaged property.

92. When consumers notified Defendants in writing of claims for loss, damage or overcharge, Defendants failed to forward to the consumer the appropriate claim forms.

93. Defendants have failed to pay consumers the required minimum valuation for damaged goods of \$0.60 per pound, per article.

94. Defendants have represented to consumers that property placed in storage is not covered by insurance or that insurance is voided because a consumer's property has gone into storage.

95. At varying times, Defendants did not respond to consumer complaints and/or inquiries in a timely manner or at all.

**G. Use Of False Names,
Change From Progressive Movers
To M.O.V.E.R.S. Inc., And
Cessation Of ABC Packing:**

96. Upon information and belief, Egorov used the name "Greg" when interacting with consumers on behalf of Progressive Movers and/or ABC Packing.

97. Upon information and belief, Piskun used the name "Sam" when interacting with consumers on behalf of Progressive Movers and/or ABC Packing.

98. Upon information and belief, at some point after April 2011, Egorov ceased working with Piskun and Piskun's company, ABC Packing. Thereafter, Egorov performed moves solely under the name Progressive Movers, M.O.V.E.R.S. Inc. and/or Modern M.O.V.E.R.S. Inc.

99. Upon information and belief, at some point after April 2011, Ergov ceased using the business name Progressive Movers and began to use the name M.O.V.E.R.S. Inc.

100. Upon information and belief, after the name switch from Progressive Movers to M.O.V.E.R.S. Inc., Egorov began using the name "Kyle" instead of "Greg".

101. Upon information and belief, on November 22, 2011, Defendants created and began maintaining a website located at www.myownmovers.com ("M.O.V.E.R.S. Inc. Website").

102. The M.O.V.E.R.S. Inc. Website lists an incomplete Paterson, New Jersey address for M.O.V.E.R.S. Inc. (i.e., "Paterson, NJ" and nothing more).

103. The M.O.V.E.R.S. Inc. Website also lists incomplete addresses for M.O.V.E.R.S. Inc. in East Brunswick, New Jersey and Cherry Hill, New Jersey. Upon information and belief, Defendants do not and never have had a business address in East Brunswick, New Jersey or Cherry Hill, New Jersey.

104. The M.O.V.E.R.S. Inc. Website fails to include the license number for Progressive Movers.

105. At some point in 2012, Defendants began using the business name Modern M.O.V.E.R.S. Inc., in addition to M.O.V.E.R.S. Inc.

106. Defendants have continued to list their former address of 185 6th Avenue, Paterson, on documents provided to consumers (e.g., bills of lading).

**H. Progressive Movers And Egorov's
Violation Of Prior Settlement With The Division:**

107. On July 19, 2010, the Division entered into a Consent Order with Progressive Movers and Egorov ("Progressive Movers Consent Order"). The Progressive Movers Consent Order included prohibitions and requirements concerning Progressive Movers and Egorov's future conduct.

108. The Progressive Movers Consent Order included provisions establishing a complaint resolution and arbitration program for consumer complaints filed against Progressive Movers and/or Egorov.

109. The Progressive Movers Consent Order required Progressive Movers and Egorov to pay the Division \$20,000.00 in thirty-six (36) monthly installments ("Settlement Payment").

110. The Progressive Movers Consent Order included provisions suspending a \$55,000.00 penalty ("Suspended Penalty") against Progressive Movers and Egorov, which is due and payable upon Progressive Movers and/or Egorov's failure to: (a) comply with the restraints and conditions set forth therein; (b) pay all arbitration awards or make all restitution payments required under the complaint resolution and arbitration program established therein; (c) pay to the Division the \$20,000.00 Settlement Payment; or (d) participate in and remain in the complaint resolution and arbitration program for at least three (3) years.

111. The Progressive Movers Consent Order states that "any future violations of [the Progressive Movers Consent Order], the Public Movers Licensing Act, the Public Movers Regulations and/or the CFA shall constitute second violations pursuant to N.J.S.A. 45D-16 and N.J.S.A. 56:8-13, and that [Progressive Movers and Egorov] may be subject to enhanced penalties, as provided therein, upon a Court's finding that [Progressive Movers and/or Egorov] have committed a violation of the injunctive provisions of [the Progressive Movers Consent Order], the Public Movers Licensing Act, the Public Movers Regulations and/or the CFA."

112. Progressive Movers and Egorov have failed to comply with the restraints and conditions set forth in the Progressive Movers Consent Order by: (a) violating many of the injunctive relief and business practices provisions; (b) failing to pay all arbitration awards or

make all restitution payments required under the complaint resolution and arbitration program; (c) failing to participate in and remain in the complaint resolution and arbitration program; (d) forging a consumer's signature on a document which stated the consumer received payment and released any claims he had against Progressive Movers and Egorov.

I. Defendants' Licensing With The Division, Or Lack Thereof:

113. On or about May 4, 2009, Progressive Movers submitted to the Division a Public Movers and Warehousemen License Application, which listed Egorov as 100% owner of Progressive Movers, a business address of 185 6th Avenue, Paterson, and a home address of 224 Westervelt Avenue, Hawthorne ("Progressive Movers License Application").

114. The Progressive Movers License Application sought licensure for Mover's Services only (i.e., not storage).

115. On August 6, 2009, Progressive Movers was licensed with the Division to provide Mover's Services (i.e., not storage), to consumers in the State.

116. On August 25, 2011, the Division received from Progressive Movers a copy of the Registration of Alternate Name for the alternate name "Modern One Versatile Expert Relocation Servic[e]."

117. At all relevant times, Defendants were not licensed to engage in storage.

118. On March 13, 2009 and February 19, 2011, Defendants filed tariffs with the Division for Progressive Movers, which state that Progressive Movers will accept payment in cash, money order, traveler's check, cashier's check, bank treasurer's check, certified check or credit card.

119. December 21, 2011, Defendants filed a tariff with the Division for Modern One Versatile Expert Relocation Service.

120. Defendants have advertised and/or performed Mover's Services under the name ABC Packing without being licensed to do so and although no tariff was ever filed with the Division for ABC Packing.

121. Defendants have advertised and/or performed Mover's Services under the name State Wide Box Company, Inc. without being licensed to do so and although no tariff was ever filed with the Division for State Wide Box Company, Inc.

122. Defendants have advertised and/or performed Mover's Services under the name M.O.V.E.R.S. Inc. without being licensed to do so and although no tariff was ever filed with the Division for M.O.V.E.R.S. Inc.

123. Defendants have advertised and/or performed Mover's Services under the name Modern M.O.V.E.R.S. Inc. without being licensed to do so and although no tariff was ever filed with the Division for Modern M.O.V.E.R.S. Inc.

124. Defendants have used the license number assigned to Progressive Movers/Modern One Versatile Expert Relocation Service on documents bearing the name M.O.V.E.R.S. Inc.

COUNT I

VIOLATION OF THE PUBLIC MOVERS LICENSING ACT BY DEFENDANTS

125. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 124 above as if more fully set forth at length herein.

126. Defendants are "public mover[s]" as defined by the Public Movers Licensing Act, specifically N.J.S.A. 45:14D-2(p).

127. Defendants have offered and/or performed "storage" ("Storage") and are "warehouse[men]" as defined by the Public Movers Licensing Act, specifically N.J.S.A. 45:14D-2(r) and (t).

128. The Public Movers Licensing Act, specifically N.J.S.A. 45:14D-9, requires, among other things, that persons engaged in the business of performing Mover's Services be licensed to perform each service, and provides in pertinent part:

(a) It shall be unlawful for any person to engage in the business of public moving or storage unless he shall have obtained from the board a license to engage in the business and shall have a permanent place of business in this State.

....

(c) Every person advertising moving or storage services shall include in any advertisement the number of his license, and his New Jersey business address and telephone number.

....

129. The Public Movers Licensing Act further provides that "[e]very warehouseman or mover shall provide safe, proper and adequate service and shall observe the board's rules and regulations concerning the storage or transportation of property." N.J.S.A. 45:14D-11.

130. The Public Movers Licensing Act also requires that public movers file a tariff. In this regard, N.J.S.A. 45:14D-14 provides:

(a) Public movers and warehousemen shall file their tariffs with the board semiannually.

(b) Except in the use of binding estimates . . . no public mover or warehouseman shall charge, demand, collect or receive a greater compensation for his services than specified in the tariff.

131. The Public Movers Licensing Act, specifically N.J.S.A. 45:14D-29, additionally provides, among other things, that:

- (c) A mover shall disclose in the moving contract that the mover may not withhold all or any part of a shipment if:

....

- (2) the moving contract is not based on a binding estimate and the mover has not otherwise disclosed in the moving contract that the mover may withhold all or any part of the shipment for payment of the freight bill.

....

132. Prior to February 8, 1999, the New Jersey State Board of Public Movers and Warehousemen (the "Board") was charged with the duty and responsibility of regulating the business of moving and storage in the State pursuant to the Public Movers Licensing Act.

133. Pursuant to the Reorganization Plan filed by the Governor of the State of New Jersey on December 10, 1998, 31 N.J.R. 3, jurisdiction and all "functions, powers, duties of the Board" over the regulation of the business of moving and storage in the State, including the enforcement of the Public Movers Licensing Act and the Public Movers Regulations were transferred to the Division's Office of Consumer Protection, Regulated Business Unit.

134. Defendants have violated the Public Movers Licensing Act, by engaging in certain conduct, including but not limited to:

- a. Offering and/or performing Storage in the State without being licensed with the Division to do so;
- b. Performing Mover's Services in the State under the name ABC Packing without being licensed with the Division to do so;
- c. Performing Mover's Services in the State under the name State Wide Box Company, Inc. without being licensed with the Division to do so;
- d. Failing to provide safe, proper and adequate service and to observe the rules and regulations concerning the storage or transportation of property;
- e. Performing Mover's Services in the State under the name ABC Packing without having filed a tariff with the Division to do so;

- f. Performing Mover's Services in the State under the name State Wide Box Company, Inc. without having filed a tariff with the Division to do so;
- g. Performing Mover's Services in the State under the name M.O.V.E.R.S. Inc. without having filed a tariff with the Division to do so;
- h. Performing Mover's Services in the State under the name Modern M.O.V.E.R.S. Inc. without having filed a tariff with the Division to do so; and
- i. Issuing order for service forms, also known as moving contracts, that did not disclose that Defendants may not withhold all or any part of a shipment if the moving contract is not based on a binding estimate and the mover has not otherwise disclosed in the moving contract that the mover may withhold all or any part of the shipment for payment of the bill.

135. Defendants' conduct constitutes multiple violations of the Public Movers Licensing Act, N.J.S.A. 45:14D-1 et seq. Each transaction or violation constitutes a separate offense pursuant to N.J.S.A. 45:14D-16 and/or separate violation pursuant to N.J.S.A. 45:14D-29(d).

COUNT II

VIOLETION OF PUBLIC MOVERS REGULATIONS BY DEFENDANTS (LICENSE AND TARIFF REQUIREMENTS)

136. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 135 above as if more fully set forth at length herein.

137. Defendants are "public mover[s]" as defined by the Public Movers Regulations, specifically N.J.A.C. 13:44D-1.1.

138. The Public Movers Regulations, specifically N.J.A.C. 13:44D-2.1, establish general licensing requirements, specifically:

- (h) All commercial vehicles used in the practice of public moving shall be marked in conspicuous lettering, at least three inches in height, on the passenger and driver side of the truck cab, and the passenger and driver side of the truck's trailer, with the following information:
1. The name of the licensee;
 2. The words "License number" or "Lic. #" followed by the letters and numbers as they appear on the license certificate; and
 3. The name of the registered owner or lessee of the vehicle, if it is different than the name required by (h)1 above.

....

- (i) Performing services for which licensure has not been granted is a violation of N.J.S.A. 45:14D-9(a) and is subject to the penalty provisions of N.J.S.A. 45:14D-7, 45:14D-16, and/or 45:14D-20.

139. The Public Movers Regulations, specifically N.J.A.C. 13:44D-2.5, include requirements concerning advertising:

- (a) All advertising by licensees shall include the licensee's:
1. Full licensed name;
 2. License number; and
 3. Permanent place of business in New Jersey and New Jersey telephone number.

140. The Public Movers Regulations, specifically N.J.A.C. 13:44D-3.1, require that every public mover and/or warehouseman file a tariff with the Director and provide in pertinent part:

- (a) Every public mover and/or warehouseman shall file with the Director a tariff or tariffs indicating the rates, charges, classification ratings, and terms and conditions of the public mover and/or warehouseman...

(c) Each tariff shall consist of the following minimums:

....

6. The bill of lading regularly used by the public mover and/or warehousemen;

....

141. Defendants have violated the Public Movers Regulations, by engaging in certain conduct including, but not limited to:

- a. Using commercial vehicles in performing Mover's Services that are not marked in conspicuous lettering, at least three inches in height, on the passenger and driver side of the truck cab, and the passenger and driver side of the truck's trailer, with the name Progressive Movers or Modern One Versatile Expert Relocation Servic[e], the words "License number" or "Lic. #" followed by the letters and numbers as they appear on the license certificate, and/or the name of the registered owner or lessee of the vehicle, if it is different than Progressive Movers or Modern One Versatile Expert Relocation Servic[e];
- b. Offering and/or performing Storage in the State without being licensed with the Division to do so;
- c. Performing Mover's Services in the State under the name ABC Packing without being licensed with the Division to do so;
- d. Performing Mover's Services in the State under the name State Wide Box Company, Inc. without being licensed with the Division to do so;
- e. Performing Mover's Services in the State under the name M.O.V.E.R.S. Inc. without being licensed with the Division to do so;
- f. Performing Mover's Services in the State under the name Modern M.O.V.E.R.S. Inc. without being licensed with the Division to do so;
- g. Advertising under the names Progressive Movers and/or Modern One Versatile Expert Relocation Servic[e] without including a telephone number;
- h. Advertising under the name M.O.V.E.R.S. Inc. and/or Modern M.O.V.E.R.S. Inc. without including a complete address;

- i. Filing a tariff with the Director under the name Progressive Movers and failing to include the bill of lading regularly used by Progressive Movers; and
- j. Filing a tariff with the Director under the name Modern One Versatile Expert Relocation Service and failing to include the bill of lading regularly used by Modern One Versatile Expert Relocation Service.

142. Defendants' conduct constitutes multiple violations of the Public Movers Regulations, specifically N.J.A.C. 13:44D-2.1, N.J.A.C. 13:44D-2.5 and/or N.J.A.C. 13:44D-3.1.

Each transaction or violation constitutes a separate offense subjecting Defendants to the provisions of N.J.S.A. 45:14D-7, N.J.S.A. 45:14D-16 and/or N.J.S.A. 45:14D-20.

COUNT III

VIOLATION OF PUBLIC MOVERS REGULATIONS BY DEFENDANTS (CONSUMER DOCUMENTS AND OTHER REQUIREMENTS)

143. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 142 above as if more fully set forth at length herein.

144. The Public Movers Regulations, specifically N.J.A.C. 13:44 D-4.1, also require that:

- (a) Prior to entering into a contract to render services based on a non-binding estimate every public mover shall issue the following to each consumer at least 24 hours prior to the date of the move:
 1. A brochure entitled 'Important Notice to Consumers Utilizing Public Movers' . . .
 2. A fully completed written estimate signed by the mover and consumer and rendered after a physical inspection of the premises and the goods to be moved by the public mover. .
- (b) The public mover and the consumer shall enter into a contract at least 24 hours prior to the move by completing an order for service

form. The order for service form shall include the date of shipment, storage arrangements, points of origin and destination, the date of delivery, a notice indicating that the consumer acknowledges receipt of the public mover's and/or warehouseman's brochure and order for insurance. . .

- (c) Once the order for service form has been signed by the mover and the consumer, the public mover shall issue to each consumer a bill of lading which shall indicate the date of shipment, the names and addresses of the public mover, an address or telephone number where the public mover and consumer can be contacted during shipment, the points of origin and destination, the time the moving vehicle arrived at the point of origin and when the move was finished, and the released or declared value of the shipment. The bill of lading shall be fully completed. . .

145. Further, the Public Movers Regulations, specifically N.J.A.C. 13:44D-4.9, address occupational misconduct and provide, in pertinent part:

- (a) A public mover shall be deemed to have engaged in occupational misconduct within the meaning of N.J.S.A. 45:14D-7(f) if the mover engages in the following:
 - 1. Books and/or attempts to perform a move where the mover knew or should have known that a moving vehicle of adequate size and containing adequate equipment to accommodate the consumer's goods and any necessary moving equipment would not be or in fact was not available to the mover on the scheduled date of the move;
 - 2. Fails to arrive at the consumer's premises on the promised date of service and perform all contracted-for services;

146. Also, the Public Movers Regulations, specifically N.J.A.C. 13:44D-4.10, provide that:

A public mover shall supply only such labor and equipment which would reasonably be expected to be necessary to properly perform the moving services indicated on the original estimated cost of services form. Any changes in the number of men and/or amount or type of equipment to be employed or unitized

must be approved in writing and in advance by the consumer and the public mover.

147. Additionally, the Public Movers Regulations state that public movers and/or warehousemen shall be liable for physical loss, destruction, or damage to any articles of the consumer during transit and/or storage (with some exceptions), and that when consumers submit claims to public movers and/or warehousemen, the public mover and/or warehouseman shall forward claim forms to consumers within seven (7) days. N.J.A.C. 13:44D-4.13 and -4.14.

148. Defendants have violated the Public Movers Regulations by engaging in certain conduct including, but not limited to:

- a. Failing to provide consumers with the brochure entitled "Important Notice to Consumers Utilizing Public Movers" at least twenty-four (24) hours prior to the date of the move;
- b. Failing to perform physical inspections of the premises and the goods to be moved before issuing Non-Binding Estimates and at least twenty-four (24) hours prior to the date of the move;
- c. Failing to provide consumers with written estimates at least twenty-four (24) hours prior to the date of the move;
- d. Providing consumers with Non-Binding Estimates that were not fully completed;
- e. Failing to provide consumers with orders for service at least twenty-four (24) hours prior to the date of the move;
- f. Providing consumers with incomplete orders for service;
- g. Failing to provide consumers with bills of lading;
- h. Providing consumers with bills of lading that were not fully completed;
- i. Engaging in occupational misconduct by failing to provide consumers with vehicles of adequate size and/or adequate equipment on the scheduled date of the move;

- j. Engaging in occupational misconduct by failing to arrive at the consumers' home on the promised date of service and/or perform all contracted-for services;
- k. Changing the number of men and/or amount or type of equipment to be employed or unitized without approval in writing and in advance by the consumer; and
- l. Receiving claims from consumers for physical loss, destruction, or damage to their property during transit and/or storage, and failing to forward claim forms to consumers within seven (7) days or at all.

149. Defendants' conduct constitutes multiple violations of the Public Movers Regulations, N.J.A.C. 13:44D-4.1, N.J.A.C. 13:44D-4.9, N.J.A.C. 13:44D-4.10, N.J.A.C. 13:44D-4.13 and N.J.A.C. 13:44D-4.14. Each transaction or violation constitutes a separate offense subjecting Defendants to the provisions of N.J.S.A. 45:14D-16.

COUNT IV

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES)

150. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 149 above as if more fully set forth herein.

151. The CFA prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...

[N.J.S.A. 56:8-2.]

152. The CFA defines "merchandise" as including "any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale." N.J.S.A. 56:8-1(c).

153. At all relevant times, Defendants have been engaged in the advertisement and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), specifically Mover's Services and/or Storage.

154. In the operation of their business, Defendants have engaged in the use of unconscionable commercial practices, deception, false promises and/or misrepresentations.

155. Defendant has engaged in unconscionable commercial practices including, but not limited to, the following:

- a. Engaging in bait and switch tactics by offering for sale Mover's Services at a certain price, then demanding much greater payment once Defendants were in possession of consumers' property, and threatening to drive off and withhold the consumers' property until/unless the increased amount was immediately paid;
- b. Actually driving away and withholding consumers' property in order to extract sums much larger than Defendants' estimated prices;
- c. Performing Mover's Services for consumers in the State under the name ABC Packing without being licensed to do so;
- d. Performing Mover's Services for consumers in the State under the name State Wide Box Company, Inc. without being licensed to do so;
- e. Performing Mover's Services for consumers in the State under the name M.O.V.E.R.S. Inc. without being licensed to do so;
- f. Performing Mover's Services for consumers in the State under the name Modern M.O.V.E.R.S. Inc. without being licensed to do so;
- g. Offering and/or performing Storage for consumers in the State without being licensed to do so;

- h. Demanding payment for packing services under the name of what appears to be another company (i.e., ABC Packing or State Wide Box Company, Inc.) when consumers had contracted with Progressive Movers only and did not request packing services from ABC Packing or State Wide Box Company, Inc.;
- i. Charging exorbitant prices for packing services (e.g., charging consumers a fee to "rent" Defendants' pads and charging consumers as much as \$250.00 per "crate," when such "crates" were actually just cardboard boxes);
- j. Charging consumers for packing services and/or packing supplies that were not used and/or not necessary;
- k. Failing to perform physical inspections of the consumers' homes and the property to be moved, to issue estimates and/or orders for service and/or to provide the brochure entitled "Important Notice to Consumers Utilizing Public Movers," at least twenty-four (24) hours prior to the date of the move;
- l. Crossing out or failing to complete sections of Defendants' Non-Binding Estimates (e.g., Weight Basis section and Estimated Cost of Packing and Unpacking Services section), and then charging consumers for items in those sections (e.g., stair carry charges and packing charges);
- m. Including in Defendants' Non-Binding Estimates the following or similar, text: "* Cust. will do all packing" and then charging consumers for packing services even though the consumers had done all packing;
- n. Including in Defendants' Non-Binding Estimates the following or similar, text: "* Cust. will provide all packing materials if not will be supplied by 3rd party at extra cost" and then charging consumers for packing materials even though the consumers had supplied packing materials;
- o. Including in Defendants' Non-Binding Estimates the following or similar, text: "* Storage done by third party" when storage was performed by Defendants;
- p. Requiring/requesting that consumers sign forms that are blank or incomplete and then writing/entering information or charges on the forms after consumers signed the forms;
- q. Requiring/requesting that consumers sign a "Moving Valuation Packet" which included language that was untrue and/or limited consumers' rights

(e.g., acknowledging that the consumers had received the brochure entitled "Important Notice to Consumers Utilizing Public Movers," when such was not the case, waiver of liability, release of claims, charge back waiver);

- r. Telling consumers not to read the blank forms that Defendants required them to sign;
- s. Charging consumers for a "long carry" or "long walk" when there was no long carry or long walk involved in the move;
- t. Charging consumers for a stairs carry when there were no stairs, or very minimal stairs (e.g., one (1) step), involved in the move;
- u. Charging consumers for more men than were actually involved in the move;
- v. Charging consumers for more moving time than was actually involved in the move;
- w. Charging consumers for more travel time than was actually involved in the move;
- x. Charging consumers for tolls when the actual amount of tolls involved in the move was less than the amount charged and/or none;
- y. Failing to complete the move by leaving property in the former home or strewn about the new home, and/or failing to reassemble property;
- z. Failing to compensate consumers for property that was damaged or missing after Defendants' provision of Mover's Services;
- aa. Failing to respond to consumer complaints and/or inquiries in a timely manner or at all.

156. Each unconscionable commercial practice by Defendants constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT V

**VIOLATION OF THE CFA BY DEFENDANTS
(DECEPTION, FALSE PROMISES AND/OR MISREPRESENTATIONS)**

157. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 156 above as if more fully set forth herein.

158. Defendants' conduct in violation of the CFA includes, but is not limited to, the following deceptive practices, false promises and/or misrepresentations:

- a. Representing to consumers that the amounts quoted would be the total amounts the consumers would be required to pay for Mover's Services, when such was not the case;
- b. Representing to consumers that the quoted prices include certain items, and then failing to provide those items or requiring extra payment for those items (e.g., blankets and pads, stairs, travel time, boxes, reassembly);
- c. Representing that Defendants accepted payment via cash or credit card, and then requiring payment via cash only;
- d. Representing that Defendants' insurance required that they perform certain packing services, for which they charged consumers large amounts of money, when such was not the case;
- e. Representing that consumers' packing and/or packing materials were adequate and then charging consumers large amounts of money for packing services and/or packing materials;
- f. Misrepresenting that M.O.V.E.R.S. Inc. is licensed by the Division or has a license number;
- g. Using business names (e.g., M.O.V.E.R.S. Inc. and Modern M.O.V.E.R.S. Inc.) that appear to be corporations, but are actually not corporations and are not registered with the State in any way;
- h. Using the license number assigned to Progressive Movers/Modern One Versatile Expert Relocation Service on documents bearing the name M.O.V.E.R.S. Inc., although M.O.V.E.R.S. Inc. is not a registered alternate name for Progressive Movers/Modern One Versatile Expert Relocation Service;

- i. Using State Wide Box Company, Inc. as a business name when State Wide Box Company, Inc. is actually a registered corporation with no connection to Defendants;
- j. Including on documents provided to consumers (e.g., bills of lading) an address at which they do not maintain a place of business; and
- k. Misrepresenting, in the M.O.V.E.R.S. Inc. Website the locations where Defendants operate from and/or have offices.

159. Each act of deception, false promise and/or misrepresentation by Defendants constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT VI

VIOLATION OF THE CFA BY DEFENDANTS (BAIT AND SWITCH)

160. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 159 above as if more fully set forth herein.

161. The CFA prohibits the use of an advertisement of merchandise as part of a plan or scheme not to sell the item or service so advertised or not to sell the same at the advertised price. N.J.S.A. 56:8-2 and N.J.S.A. 56:8-2.2. This practice is commonly known as "bait and switch."

162. The CFA defines "advertisement" to "include the attempt directly or indirectly by publication, dissemination, solicitation, indorsement or circulation or in any other way to induce directly or indirectly any person to enter into any obligation or acquire any title or interest in any merchandise or to increase the consumption thereof or to make any loan". N.J.S.A. 56:8-1(a).

163. Defendants have engaged in "bait and switch" tactics in violation of N.J.S.A. 56:8-2 and N.J.S.A. 56:8-2.2 by offering for sale Mover's Services at an artificially low price (e.g., \$210), then demanding a much higher payment once Defendants were in possession of

consumers' property (ranging from \$500 to \$4,190), and threatening to drive off and withhold the consumers' property until/unless the increased amount was immediately paid.

164. Each instance where Defendants offered for sale Mover's Services at a certain price at a certain price as part of a plan or scheme not to sell the Mover's Services at the offered price constitutes a separate violation of the CFA, N.J.S.A. 56:8-2 and N.J.S.A. 56:8-2.2.

COUNT VII

VIOLATION OF THE CFA BY DEFENDANTS (FAILURE TO PROVIDE COPIES OF DOCUMENTS PRESENTED FOR SIGNATURE)

165. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 164 above as if more fully set forth herein.

166. The CFA, specifically N.J.S.A. 56:8-2.22, states that:

It shall be an unlawful practice for a person in connection with a sale of merchandise to require or request the consumer to sign any document as evidence or acknowledgment of the sales transaction, of the existence of the sales contract, or of the discharge by the person of any obligation to the consumer specified in or arising out of the transaction or contract, unless he shall at the same time provide the consumer with a full and accurate copy of the document so presented for signature but this section shall not be applicable to orders placed through the mail by the consumer for merchandise.

167. In the operation of their business, Defendants have violated N.J.S.A. 56:8-2.22 by requiring or requesting that consumers sign documents and then failing to provide at the same time a full and accurate copy of the document(s) so presented for signature.

168. Defendants' conduct constitutes multiple violations of the CFA, specifically N.J.S.A. 56:8-2.22.

COUNT VIII

**VIOLATIONS OF THE PUBLIC MOVERS LICENSING ACT,
THE PUBLIC MOVERS REGULATIONS AND
THE CFA BY EGOROV**

169. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 168 above as if more fully set forth herein.

170. At all relevant times, Egorov acted as owner, officer, director and/or manager of Progressive Movers and/or ABC Packing and has controlled, directed and/or participated in the management and operation of those entities.

171. By his conduct, Egorov is personally liable for the violations of the Public Movers Licensing Act, the Public Movers Regulations and the CFA committed by Progressive Movers and ABC Packing.

COUNT IX

**VIOLATIONS OF THE PUBLIC MOVERS LICENSING ACT,
THE PUBLIC MOVERS REGULATIONS AND
THE CFA BY PISKUN**

172. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 171 above as if more fully set forth herein.

173. At all relevant times, Piskun acted as owner, officer, director and/or manager of Progressive Movers and/or ABC Packing and has controlled, directed and/or participated in the management and operation of those entities.

174. By his conduct, Piskun is personally liable for the violations of the Public Movers Licensing Act, the Public Movers Regulations and the CFA committed by Progressive Movers and ABC Packing.

COUNT X

**VIOLATION OF PROGRESSIVE MOVERS CONSENT ORDER
BY PROGRESSIVE MOVERS AND EGOROV**

175. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 174 above as if more fully set forth herein.

176. The conduct of Progressive Movers and Egorov as alleged herein violates the injunctive relief and business practices provisions of the Progressive Movers Consent Order.

177. In accordance with Section 10.2 of the Progressive Movers Consent Order, Progressive Movers and Egorov thus should be assessed enhanced civil penalties for second and subsequent violations of the Public Movers Licensing Act, the Public Movers Regulations and the CFA, pursuant to N.J.S.A. 45D-16, N.J.S.A. 45:14D-29(d) and N.J.S.A. 56:8-13.

178. In accordance with Section 6.6 of the Progressive Movers Consent Order, Progressive Movers and Egorov thus should be required to pay the \$55,000.00 Suspended Penalty.

179. Progressive Movers and Egorov have failed to pay all arbitration awards and/or make all restitution payments required under the complaint resolution and arbitration program established by the Progressive Movers Consent Order, and thus should be required to make such payments.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (a) Finding that the acts and omissions of Defendants constitute multiple violations of the Public Movers Licensing Act, N.J.S.A. 45:14D-1 et seq.,

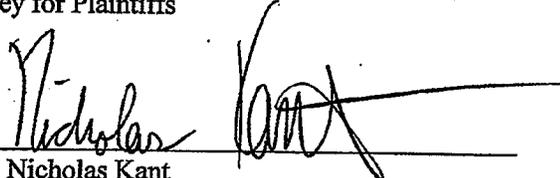
the Public Movers Regulations, N.J.A.C. 13:44D-1 et seq., and the CFA, N.J.S.A. 56:8-1 et seq.;

- (b) Finding that the acts and omissions of Progressive Movers and Egorov are in violation of the injunctive relief and business practices provisions of the Progressive Movers Consent Order, and Progressive Movers and Egorov are thus subject to enhanced civil penalties for second and subsequent violations of the Public Movers Licensing Act, the Public Movers Regulations and the CFA, pursuant to N.J.S.A. 45D-16, N.J.S.A. 45:14D-29(d) and N.J.S.A. 56:8-13;
- (c) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, corporations, subsidiaries, affiliates, successors, assigns and all other persons or entities directly under their control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the Public Movers Licensing Act, N.J.S.A. 45:14D-1 et seq., the Public Movers Regulations, N.J.A.C. 13:44D-1 et seq., and the CFA, N.J.S.A. 56:8-1 et seq., including, but not limited to, the acts and practices alleged in this Verified Complaint;
- (d) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from engaging in the activity that is the subject of Plaintiffs' request for temporary and preliminary injunctive relief, as set forth in the accompanying Order to Show Cause with Temporary Restraints Pursuant to Rule 4:52;
- (e) Permanently enjoining Defendants from advertising and/or performing Mover's Services and/or Storage for consumers in the State;
- (f) Finding that any loss or damage to consumers' goods, which occurred as a result of Defendant's Mover's Services, was the result of Defendants' gross negligence, gross incompetence and/or intentional conduct, and Defendants are subject to full liability for such goods, pursuant to N.J.A.C. 13:45D-4.5(d)(3);
- (g) Directing the assessment of restitution amounts against Defendants, jointly and severally, to restore to any affected person, whether or not named in this Verified Complaint, any money or real or personal property acquired by means of any practice alleged herein to be unlawful and found to be unlawful, as authorized by the Public Movers Licensing Act, N.J.S.A. 45:14D-16 and -21, and the CFA, N.J.S.A. 56:8-8;

- (h) Assessing the maximum statutory civil penalties against Defendants, jointly and severally, for each and every violation of the Public Movers Licensing Act, the Public Movers Regulations and the CFA, pursuant to N.J.S.A. 45D-16, N.J.S.A. 45:14D-29(d) and N.J.S.A. 56:8-13;
- (i) Directing the assessment of costs and fees, including attorneys' fees, against Defendants, jointly and severally, for the use of the State of New Jersey, as authorized by the Public Movers Licensing Act, N.J.S.A. 45:14D-16, and the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19;
- (j) Requiring Progressive Movers and Egorov to pay the \$55,000.00 Suspended Penalty;
- (k) Requiring Progressive Movers and Egorov to pay all arbitration awards and/or make all restitution payments required under the complaint resolution and arbitration program established by the Progressive Movers Consent Order;
- (l) Appointing a receiver, pursuant to N.J.S.A. 56:8-8, N.J.S.A. 56:8-9 and 45:14D-21, at Defendants' expense, to assume control over the assets of Defendants, render a full accounting, wind up the affairs of and arrange for the dissolution of Progressive Movers and ABC Packing, and thereafter to sell and/or convey such assets under the direction of the Court in order to restore any person who has suffered damages, whether named in the Verified Complaint or not, as a result of the unlawful acts of Defendants; and
- (m) Granting such other relief as the interests of justice may require.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____


Nicholas Kant
Deputy Attorney General

Dated: May 4, 2012
Newark, New Jersey