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SUPERIOR COURT OF NEW JERSEY

OCT 02 2009

PASSAIC COUNTY

By: Gina M. Betts
Deputy Attorney General
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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, PASSAIC COUNTY
DOCKET NO. PAS-C - 112-09

ANNE MILGRAM, Attorney General of the State
of New Jersey, and DAVID M. SZUCHMAN,
Director of the New Jersey Division of Consumer
Affairs,

Plaintiffs,

v.

AAA MOVERS, INC. d/b/a AAA MOVERS,
ELIZAVETA REVZINA, JANE AND JOHN
DOES 1-20, individually and as owners, officers,
directors, shareholders, founders, managers,
agents, servants, employees representatives and/or
independent contractors of AAA MOVERS, INC.
d/b/a AAA MOVERS, and XYZ
CORPORATIONS, 1-20,

Defendants.

Civil Action

COMPLAINT

Plaintiffs Anne Milgram, Attorney General of the State of New Jersey ("Attorney General"),
with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and David M. Szuchman,
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 Complaint state:

PRELIMINARY STATEMENT

1. Since at least January 2006, AAA Movers, Inc. d/b/a AAA Movers (“AAA Movers”) and/or Elizaveta Revzina, (“Revzina”) offered for sale and provided public moving services (“Moving Services”) to consumers in the State of New Jersey (“State” or “New Jersey”). In offering and providing such services, Defendants have: (a) consistently provided estimates for Moving Services over the telephone, without performing a physical inspection; and (b) failed to respond to consumer complaints in a timely fashion or not at all.

2. As detailed below, through their advertisement and provision of Moving 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”). The Attorney General and Director submit this Complaint in order to halt Defendants’ deceptive practices.

PARTIES AND JURISDICTION

3. The Attorney General is charged with the responsibility of enforcing 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., as well as the CFA, N.J.S.A. 56:8-1 et seq. The Director is charged with the responsibility of administering the Public Movers Licensing Act, the Public Movers Regulations as well as the CFA on behalf of the Attorney General.

4. 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 N.J.S.A. 56:8-19. Venue is proper in Passaic County, pursuant to R. 4:3-2, because it is a county in which the Defendants have advertised and/or conducted business and in which they maintain a principal place of business.

5. Defendant AAA Movers is a corporation established in the State on February 3, 2006. Upon information and belief, at all relevant times, AAA Movers has maintained a principal business address of 185 6th Avenue, Paterson, New Jersey 07524.

6. Upon information and belief, at all relevant times, AAA Movers has advertised and/or conducted business within the State as "AAA Movers."

7. Upon information and belief, at all relevant times, defendant Revzina has been the Chief Executive Officer (CEO) of AAA Movers.

8. Upon information and belief, the registered agent in the State for AAA Movers is defendant Revzina, who maintains a current mailing address of 93 Magnolia Way, North Haledon, New Jersey 07508.

9. Upon information and belief, 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 AAA Movers who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

10. Upon information and belief, 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 Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

11. AAA Movers and Revzina are collectively referred to as "Defendants."

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

12. Upon information and belief, since at least February 3, 2006, Defendants have been engaged in the business of providing Moving Services to consumers within this State.

13. Upon information and belief, Defendants have advertised as "AAA Movers" to consumers in this State.

14. Upon information and belief, Defendants have advertised, among other things, through the website they maintain at www.aaamovingneeds.com.

15. Upon information and belief, Defendants have provided estimates for Moving Services over the telephone and through the internet, without doing a physical inspection.

16. In early 2008, the New Jersey Division of Consumer Affairs ("Division") commenced a prior investigation into the business practices of Defendants which was settled pursuant to an Administrative Consent Order filed with the Division on March 11, 2008 ("Consent Order").

17. Pursuant to the Consent Order, Defendants were required to pay to the Division the sum of \$1,750.00 as a civil monetary penalty, pursuant to N.J.A.C. 13:44D-4.1(a)2.

18. To date the Defendants, have only paid \$750.00 of the civil monetary penalty and thus owe the Division \$1,000.00.

COUNT I

**VIOLATION OF THE PUBLIC MOVERS
LICENSING ACT BY DEFENDANTS**

19. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 18 above as if more fully set forth at length herein.

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

21. 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 Moving 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.

....

22. The Public Movers Licensing Act further 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.

23. 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.

24. 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.

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

- a. Performing Moving Services in the State of without being licensed with the Director to do so;
- b. Failing to file a tariff with the Director semiannually as a public mover;
- c. Failing to include their business address in their advertisements; and
- d. Charging rates for Moving Services greater than those specified in the tariff.

26. 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.

COUNT II

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

27. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 26 above as if more fully set forth at length herein.

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

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

- (b) An applicant for licensure as a public mover/warehouseman shall submit to the Director:
 - 1. A fully completed application for licensure accompanied by the required fee;
 - 2. Certifications of insurance evidencing coverage of workers' compensation (when such coverage is required under N.J.S.A. 34:15-77 and 78. . . .
- (d) All licenses shall be valid for one year. Prior to the license expiration date the Director shall send out renewal forms to all licensees. Licensee shall submit a completed renewal form and the renewal fee as specified in N.J.A.C. 13:44D-2.4 to the Director prior to the expiration date of the license.
- (j) 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.

30. 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:
 - 2. Each tariff shall have an index giving the page number, item number, and any other identifying reference for each subject found in the tariff. If any specific commodities for which special rates are indicated are contained in the tariff, they shall also be properly indexed, giving page number and item numbers for each;

-
- (e) No licensee shall charge, demand, collect or receive a greater compensation for his or her service than specified in the tariff, except in the use of binding estimates, pursuant to N.J.S.A. 45:14D-29 and N.J.A.C. 13:44D-4.2.

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

- a. Failing to submit a completed renewal form to the Director prior to the expiration date of the license in accordance with N.J.A.C. 13:44D-2.1;
- b. Failing to submit to the Director Certifications of insurance evidencing coverage of workers' compensation as required pursuant to N.J.A.C. 13:44D-2.1 (b)(2);
- c. Performing Moving Services without being licensed by the Director;
- d. Failing to file a tariff with the Director;
- e. Charging for commodities related to Moving Services (i.e. wrapping materials) which were not specified in the tariff; and
- f. Charging rates for Moving Services greater than those specified in the tariff.

32. Defendants' conduct constitutes multiple violations of the Public Movers Regulations, specifically N.J.A.C. 13:44D-2.1. Each transaction or violation constitutes a separate offense pursuant to N.J.S.A. 45:14D-16.

COUNT III

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

33. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 32 above as if more fully set forth at length herein.

34. 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. . .

35. The Public Movers Regulations, specifically N.J.A.C. 13:44 D-4.2, further require

that:

- (a) Prior to contracting to provide services pursuant to a binding estimate, every public mover shall issue to each consumer, at least 24 hours prior to the date of the move:
 - 1. The brochure required by N.J.A.C. 13:44 D-4.1(a)1;
 - 2. A binding estimate . . . The binding estimate shall be furnished in writing to the consumer or other person responsible for payment of the charges for the mover's services after a physical inspection of the premises and the goods to be moved. The binding estimate shall be signed by the public mover and the consumer, and a copy of the binding estimate shall be retained by the public mover as an addendum to the bill of lading. A binding estimate shall clearly describe the property to be moved and all services to be provided. . . .

3. An order for service . . . 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. . .

36. In addition, under the Public Movers Regulations, specifically N.J.A.C. 13:44D-9 addresses occupational misconduct and provides, 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.

[N.J.A.C. 13:44D-4.9.]

37. Moreover, the Public Movers Regulations, specifically N.J.A.C. 13:44D-4.14(e), establish the procedure for filing and resolving claims for damage occurring to goods during a move or while in storage, as follows:

- (e) The public mover and/or warehouseman and consumer shall settle all claims within 90 days of the receipt of the completed claim form. This 90 day period may be extended by 30 days if both the public mover and/or warehouseman and the consumer agree in writing to an extension. The public mover shall maintain the signed agreement to extend this period in his or her records for two years.

38. 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";
- b. Failing to perform physical inspections of the premises and the goods to be moved prior to issuing non-binding estimates;
- c. Failing to provide consumers with written estimates, whether non-binding or binding;
- d. Failing to complete and provide consumers with an order for service, whether for binding or non-binding estimates;
- e. Engaging in occupational misconduct by failing to provide consumers with vehicles of adequate size and adequate equipment on the scheduled date of the move; and
- f. Failing to adjudicate consumer claims in a timely manner, specifically within 90 days.

39. Defendants' conduct comprises multiple violations of the Public Movers Regulations, N.J.A.C. 13:44D-1 et seq., each of which comprises a per se violation of the Public Movers Licensing Act, N.J.S.A. 45:14D-1 et seq.

COUNT IV

**VIOLATION OF THE CFA BY DEFENDANT
(UNCONSCIONABLE COMMERCIAL PRACTICES)**

40. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 39 above as if more fully set forth herein.

41. The CFA, N.J.S.A. 56:8-2, 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. . .

42. Since at least February 3, 2006, Defendants, through their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors, have advertised and/or performed Moving Services for consumers in the State.

43. In so doing, Defendants, through their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors, have engaged in the use of unconscionable commercial practices, false promises, misrepresentations and/or the knowing concealment, suppression, or omission of material facts.

44. Defendants' conduct in violation of the CFA includes, but is not limited to, the following unconscionable commercial practices:

- a. Advertising Moving Services to consumers in the State when Defendants are not licensed with the Director to perform such services;
- b. Performing Moving Services for consumers in the State when Defendants are not licensed with the Director to perform such services;
- c. Charging consumers rates for Moving Services that are greater than those specified in the tariff;
- d. Charging consumers for commodities related to Moving Services (i.e. wrapping materials) which are not specified in the tariff;
- e. Threatening consumers with the disposal of their goods and/or possessions unless the consumers pay more than the estimated charge; and
- f. Failing to respond to consumer complaints and/or inquiries in a timely manner or not at all.

45. 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
(FALSE PROMISES OR MISREPRESENTATIONS
AND KNOWING OMISSIONS OF MATERIAL FACT)**

46. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 45 above as if more fully set forth herein.

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

- a. Misrepresenting to consumers that the amounts quoted either over the telephone or via the internet would be the total amount the consumer would be required to pay for Moving Services, when such was not the case; and
- b. Misrepresenting to consumers the adequacy of the equipment that would be furnished for a consumer's move. (i.e. providing only one moving truck when two trucks were required).

48. Defendants' conduct in violation of the CFA includes, but is not limited to, the following knowing omissions of material fact:

- a. Failing to inform consumers of all of the Moving Services for which the consumers would actually be charged; and
- b. Failing to inform consumers that they would not be arriving at the scheduled time.

49. Each false promise, misrepresentation and/or knowing omission of material fact by Defendants constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT VI

VIOLATION OF THE CONSENT ORDER

50. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 49 above as if more fully set forth herein.

51. Pursuant to the Consent Order, AAA Movers and Revzina, among other things agreed that their:

principals, officers, agents, representatives and employees shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State of New Jersey; and shall comply with such state laws, rules, and regulations, as now constituted or as may hereafter be amended, including but not limited to, the CFA, the [Public Movers Licensing Act], and the [Public Movers Regulations], in connection with the moving and/or storage of household and/or commercial goods intra-state within New Jersey.

52. The Consent Order further provided that AAA Movers and Revzina “shall cease and desist from failing to perform a physical survey for moves within New Jersey, a violation of N.J.S.A. 13:44D-2.5(a).”

53. The Consent Order also provided that:

If, after signing of this Consent Order, [AAA Movers and Revzina] engage in any acts or practices which constitute a violation of the Consumer Fraud Act, the [Public Movers Licensing Act], the [Public Movers Regulations], or this Consent Order, [AAA Movers and Revzina] will be subject to the imposition of enhanced penalties, pursuant to N.J.S.A. 56:8-13 or N.J.S.A. 56:8-18, without prejudice to [their] right to present evidence in mitigation and affirmative defenses.

54. As set forth herein, Defendants continue to engage in acts and practices in violation of the Public Movers Licensing Act, the Public Movers Regulations, the Consumer Fraud Act and the terms of the Consent Order.

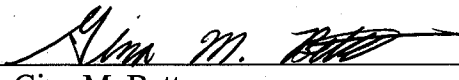
55. Such conduct constitutes second and subsequent violations of the CFA subject to a penalty of up to \$20,000 per violation pursuant to N.J.S.A. 56:8-13 as well as other relief provided by N.J.S.A. 56:8-18.

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) 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 Complaint;
- (c) Permanently enjoining Defendants from advertising and/or performing Moving Services for consumers in the State unless licensed with the Director in accordance with the Public Movers Licensing Act, N.J.S.A. 45:14D-1 et seq., and the Public Movers Regulations, N.J.A.C. 13:44D-1 et seq.;
- (d) Directing the assessment of restitution amounts against Defendants, jointly and severally, to restore to any affected person, whether or not named in this 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-20, and the CFA, N.J.S.A. 56:8-8;
- (e) Assessing the maximum statutory civil penalties against Defendants, jointly and severally, for each and every violation of the Public Movers Licensing Act, in accordance with N.J.S.A. 45:14D-16 and 45:14D-21, and the CFA, in accordance with N.J.S.A. 56:8-13;
- (f) 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 CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (g) Granting such other relief as the interests of justice may require.

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

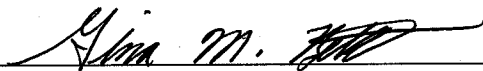
By: 
Gina M. Betts
Deputy Attorney General

Dated: October 5, 2009
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned 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., is not the subject of any other action pending in any other court of this State. I am aware that private contract and other actions have been brought against the Defendant, but have no direct information that any such actions involve consumer fraud allegations. I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

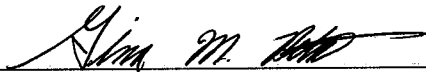
By: 
Gina M. Betts
Deputy Attorney General

Dated: October 5, 2009
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorney General Gina M. Betts is hereby designated as trial counsel on behalf of Plaintiffs in this action.

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Gina M. Betts
Deputy Attorney General

Dated: October 5, 2009
Newark, New Jersey