



## PRESS RELEASE

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### **Consumer Protection Division Orders Swift Van Lines to Cease Operations and Pay Over \$470,000 in Penalties and Costs** *Maryland Moving Company Overcharged Consumers, Held Goods Hostage to Extract Payment*

**BALTIMORE, MD (July 24, 2018)** – Maryland Attorney General Brian E. Frosh today announced that his Consumer Protection Division issued a [Final Order](#) finding that Swift Van Lines, LLC, formerly known as Revolution Moving and Storage, LLC, and its owner, Juan Carlos Martinez, repeatedly violated the Consumer Protection Act and the Maryland Household Goods Movers Act, and requiring them to return money to consumers and pay penalties and costs amounting to at least \$471,445.45. The Division found that Swift Van Lines provided consumers with low estimates for moving services, but then demanded far more money while the consumers’ goods were held on moving trucks. When consumers objected to the outrageously high prices, the company refused to deliver consumers’ goods until paid in full.

“Swift Van Lines repeatedly violated the law,” said Attorney General Frosh. “It held consumers’ goods hostage, forcing people to go without vital medication, medical devices, beds and the household items of everyday life. This order requires Swift to pay back the customers they cheated.”

Maryland law prohibits moving companies that move consumers between two locations in Maryland from charging more than 125% of their estimate. Estimates must be in writing and include all fees and services. It is strictly prohibited for a moving company to refuse to deliver a consumer’s goods for any reason.

The Final Order requires Martinez and Swift Van Lines to return all amounts they collected from consumers over their written estimates, and for consumers who didn’t receive written estimates, to return all funds paid. The Final Order requires Martinez and Swift Van Lines to pay a total of \$471,445.45 in penalties and costs, though that amount may increase if additional amounts are needed to pay restitution to consumers. The Final Order prohibits Martinez and Swift Van Lines from providing moving services until they repay their past customers, obtain a bond for the benefit of future customers, and obtain necessary licenses.

Swift Van Lines provided consumers low-ball estimates and then drastically increased its price after taking possession of consumers’ goods. In one case, a consumer had medications and medical devices needed to treat his diabetes and high blood pressure. Swift held those items

hostage for several days. Another consumer, who was starting a new job the day after his move, was without his work clothes for a week. An Air Force veteran who was undergoing chemotherapy and his wife, who was recovering from abdominal surgery, had their goods held hostage at 4:00 in the morning.

Juan Carlos Martinez, of Hyattsville, is the sole owner and operator of Swift Van Lines. Martinez changed the company's name from Revolution Moving and Storage in March of 2016, around the time that the Maryland Insurance Administration found that he had provided falsified insurance documents to customers. Swift Van Lines also deceptively advertised that it was accredited by the Better Business Bureau and ranked "#1" by Angie's List when neither were true. In fact, the only BBB rating the company ever held was an "F," and Angie's List does not rank businesses numerically.

Attorney General Frosh suggests that consumers research the background of any service provider and reminds consumers of their rights when moving within Maryland, including:

- Moving companies must provide a written estimate;
- The estimate must state whether it is binding or non-binding;
- If a customer receives a binding estimate, the mover cannot charge more than the estimate;
- If a customer receives a non-binding estimate, the mover cannot charge more than 125% of that estimate, including the cost of packing materials and all fees and costs associated with the move; and,
- Once the mover puts the customer's goods on the truck, they must deliver them, even if there is a payment dispute.