



## PRESS RELEASE

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### **Attorney General Frosh: Moving Company Ordered to Pay \$549,226 for Scamming Consumers**

*Best Offer Moving Company, LLC, Andrii Dziapka and Karina Sokol Lured in Consumers with Low Estimates, but Demanded Several Times More Money to Deliver; Held Consumers' Goods Hostage when they Refused to Pay*

**BALTIMORE, MD (November 21, 2016)** – Maryland Attorney General Brian E. Frosh today announced that his Consumer Protection Division issued a Final Order finding that Best Offer Moving Company, LLC and those who ran it, Andrii Dziapka and Karina Sokol, 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 \$549,226.45. Best Offer was found to have violated Maryland law on every single one of the 391 Maryland moves it performed since it began operating in 2014.

On any move that takes place within Maryland, movers cannot charge consumers more than 125% of their estimate, and under no circumstances can a mover refuse to deliver a consumer's goods once they've been loaded onto the truck. The Final Order found that Best Offer systematically charged consumers more than is allowed by law and, on some occasions, held consumers' goods hostage to secure payment of their inflated prices.

“Beware of movers who give you estimates without seeing your goods or taking a complete inventory,” said Attorney General Frosh. “Movers who move goods within Maryland are required to give you a written estimate, and the maximum amount you can be asked to pay is 125% of that estimate, regardless of how much time they spend on the move. No matter what, once a mover has loaded your goods onto the truck, they *must* deliver your goods to your new home.”

Best Offer gave consumers lowball estimates to move their household goods, and then illegally raised the amounts it charged consumers. Its estimates were given over the phone without anyone from the company viewing the goods to be moved or asking detailed questions about them. According to the findings, Best Offer never intended to honor the low estimates, and only used them to trick consumers into using its services. On the day of the move, the company required consumers to sign blank forms at the beginning of their move that Best Offer later filled in with hidden charges for unwanted packing materials and services, substantial additional hourly charges, fees for paying with a credit card, and fees for moving items Best Offer deemed “bulky.” After loading consumers' goods onto its truck, Best Offer charged consumers significantly more than their estimates—sometimes several times more. If consumers could not or would not pay, Best Offer refused to deliver their goods and demanded even more money for storage and redelivery. In one case, the company drove off with the prescription drugs and medical devices of a child with cerebral

palsy, hearing loss, and other serious health conditions. The company then refused to return those goods until the Consumer Protection Division obtained a court order requiring them to do so.

Andrii Dziapka and Karina Sokol, of Germantown, have run the company together since May of 2014, and were each found personally liable for their roles in violating the Consumer Protection Act and the Maryland Household Goods Movers Act.

The Final Order requires Best Offer, Mr. Dziapka, and Ms. Sokol to return all amounts they collected from consumers in excess of their written estimate or for storage fees at their unlicensed warehouse, which totals at least \$117,284.68. The Final Order also requires the respondents to pay a civil penalty of \$391,000 for their violations of the law, \$39,468.58 in costs, and \$1,473.19 for additional economic damages suffered by consumers. In total, the Final Order requires Best Offer, Mr. Dziapka, and Ms. Sokol to pay at least \$549,226.45.

In order to protect consumers, the Final Order imposes significant restrictions on Best Offer and on any company over which Ms. Sokol or Mr. Dziapka has control or ownership. Prior to conducting any further business, they must post a \$75,000 bond for the benefit of consumers. They must conduct in-home surveys of consumers' household goods before providing estimates, and must base their estimates on those surveys. They are prohibited from charging a consumer any amount for services or fees that are not expressly listed in the written estimate. They are barred from asking a consumer to sign any document with a blank price term. To avoid last minute surprises, they may not change or amend their written estimates within seven days of a move. There are further significant restrictions in place to ensure that they offer accurate estimates, that they do not collect hefty upfront payments, that they follow through on their providing the promised services, that they deliver all of a consumer's goods, and that they do not overcharge consumers.

Attorney General Frosh urges consumers to know their rights, and provided the following tips for consumers moving from one Maryland address to another:

- Your mover must provide you with a written estimate.
- Your estimate must state whether it is binding or non-binding.
- If you receive a binding estimate, the mover cannot charge you a penny more.
- If you receive a non-binding estimate, the mover cannot make you pay more than 125% of that estimate.
  - This includes the cost of packing materials, and all fees and costs associated with your move.
  - For example, if your non-binding estimate is \$400, you cannot be asked to pay more than \$500 ( $\$400 \times 125\% = \$500$ ).
  - Even if it takes hours longer than expected, or if the mover uses many more boxes than expected, your bill is capped at 125% of your estimate.
- Once your mover puts your goods on their truck they must deliver them to you, even if there is a payment dispute.

In making today's announcement, Attorney General Frosh thanked Assistant Attorneys General Richard Trumka Jr. and Patrick Henry McCormally, Chief Investigator Christopher Waldt, and Investigators Diana McGee and Joshua Schafer for their work on the case.