District Attorney Marc Bennett 18th Judicial District of Kansas



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For Immediate Release, March 30, 2022

WICHITA, KAN. – A moving company has entered into a consent judgment with the Office of the District Attorney. The District Attorney's Consumer Protection Division investigated Logistic Moving Services located in Tucker, Georgia after receiving a complaint from protected consumers attempting to move household goods for a family member from Kansas to Massachusetts.

The District Attorney's Office alleged Logistic Moving Services violated the Kansas Consumer Protection Act (KCPA) by failing to deliver the goods as contracted and refusing to provide a refund. After the goods were picked up in Sedgwick County they were moved to a warehouse in Kansas City. After waiting nearly three months for delivery to Massachusetts, the protected consumers were forced to retrieve the goods from the warehouse. After a refund was requested, Logistic Moving Services refused. The investigation learned that Logistic Moving Services was not registered with the Federal Motor Carrier Safety Administration.

Violations of the KCPA that impact a protected consumer can result in an enhanced civil penalty per violation. K.S.A. 50-677. Protected consumers include the disabled, veterans, members of the military and persons over the age of 60. K.S.A. 50-676.

As part of the judgment, Logistic Moving Services did not admit to a violation of the KCPA; however, the business agreed to pay over \$12,000 in civil penalties, restitution, court costs and investigative fees to settle the matter. The consent judgment included a permanent injunction from engaging in deceptive or unconscionable acts and cooperation with any future complaints. Logistic Moving Services will also be on a twelve (12) month probationary period with the Consumer Protection Division.

The District Attorney reminds residents, customers looking for moving services should research the mover prior to agreeing to hire them. Movers are required to give you an estimate in writing. However, movers can offer either binding or non-binding estimates. Nonbinding estimates may result in requiring you to pay a higher price than the estimate. Changes made after the binding estimate can also result in a higher price.

If you are looking to move from one state to another the Federal Motor Carrier Safety Administration offers resources to help protect consumers. Visit <u>https://www.fmcsa.dot.gov/protect-your-move</u> for more details and to verify the mover is properly registered and view their history of complaints.

The consent judgment was approved by Judge Eric Commer and filed March 28, 2022. The case was investigated by Kristen Zluticky of the District Attorney's Office.

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