

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

2009 OCT 21 AM 9:21

TAMMIE LESTER, on behalf of herself )  
and all others similarly situated )

Plaintiff, )

v. )

ADVANCED MOVING AND )  
STORAGE, INC., and JAMES )  
LALAGOS, )

Defendants. )

CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
CHANCERY DIV.

CLERK

DOROTHY THOMAS

09 CH 40388

No.

**CLASS ACTION COMPLAINT  
AND REQUEST FOR INJUNCTIVE RELIEF**

For her Complaint against all defendants, plaintiff TAMMIE LESTER ("Lester") states as follows:

**I. INTRODUCTION**

Lester brings her action to redress deceptive practices of defendants Advanced Moving and Storage, Inc. ("AMS"). AMS devised a plan whereby it would contact prospective customers a few days before their moving date, offered a low price to entice the prospective customers to use their services, and then raised the price on the day of the move. When the customers complained, AMS threatened to cancel the move and leave them without a substitute mover. If the customers cancelled, then AMS refused to return a single penny to the customers.

**A. PARTIES**

1. Plaintiff Lester is an Illinois resident.

2. Upon information and belief, Defendant AMS is engaged in the business of professional moving and conducts business throughout the Chicagoland Metropolitan area.

3. Upon information and belief, Defendant James Lalagos is an Illinois resident.

**B. FACTS COMMON TO ALL COUNTS**

4. Lester wanted to move certain items from Illinois to Texas on May 1, 2008.

5. In advance of the move, she contacted several moving vendors to obtain the best price and service for her move.

6. When Lester contacted AMS, AMS did not give her the best price for the move and, therefore, she did not retain AMS's services.

7. Shortly before the moving date, however, Lalagos – acting on behalf of AMS – called Lester.

8. AMS stated that it had another customer moving to Texas and that it could offer Lester a lower price if she shared the moving truck.

9. Lester described to AMS all of the items she wanted to move and AMS quoted her the price of \$1,100 to move those items and promised that the price would not increase so long as nothing was added to those items.

10. AMS also informed Lester that it needed her debit card to hold the reservation, but that it would not take any funds out of her account until the day of the move and that there would be no cancellation fee.

11. Ms. Lester agreed to AMS's price under these conditions.

12. When AMS's movers arrived at Lester's house and asked her to sign paperwork, Lester asked them to confirm that the move would only cost \$1,100 for the items that she spoke with Lalagos about. AMS's movers called Lalagos to answer Lester's question.

13. When Lalagos spoke with Lester, for the first time he stated that he would not honor the previous guarantee and that AMS would charge her a higher price for the move even though she was only moving those items she described in their earlier conversation.

14. AMS threatened to cancel the move if Ms. Lester was not willing to pay the additional charges. Fearing what AMS might do once it had her property in its possession, Ms. Lester agreed to cancel the move.

15. For the first time, AMS stated that its policy was to charge a \$400 cancellation fee. When Ms. Lester protested, AMS stated that it would not return any of her funds.

16. Soon thereafter, Lester discovered that, days before the move, AMS had charged her debit card for the complete amount of the move.

17. As of today's date, AMS has not returned any of the funds it took from Lester.

### **CLASS ACTION ALLEGATIONS**

18. Lester brings this action on behalf of herself and all other persons similarly situated pursuant to 735 ILCS 5/2-801.

19. The Class consists of all individuals:

- a. Who were contacted by AMS shortly before the date of their move and told that their move could be conducted at a discounted price; and
- b. Who were informed by AMS on the date of the move that AMS would charge them a higher price for the move.

20. The Class is so numerous as to make it impracticable to join all members of the Class as individually named plaintiffs. On information and belief, the number of Class Members is estimated to number in the thousands.

21. Lester will fairly and adequately represent the class members' interests and her interests are consistent with the class members' interests. Lester has retained counsel experienced in mass litigation.

22. A class action is superior for the fair and efficient adjudication of the class members' claims.

23. The members of the class are generally unsophisticated consumers, whose rights will not be vindicated in the absence of a class action. Prosecution of separate actions by individual members of the classes would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interest of judicial economy.

24. If the facts are discovered to be appropriate, Lester will seek to certify the class

**COUNT I  
ILLINOIS CONSUMER FRAUD ACT CLAIMS  
AGAINST AMS ON BEHALF OF THE CLASS**

25. Lester re-alleges paragraphs 1 through 24.

26. This Count is brought on behalf of the Class.

27. Section 2 of the ICFA provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and

the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

28. AMS was, at all relevant times, engaged in trade and commerce, and the practices complained of occurred during the course of trade and commerce.

29. Lester and the class members are consumers, as defined in the ICFA.

30. AMS engages in unfair and deceptive acts and practices by quoting a low price for a move and then raising the price on the date of the move, when the consumers have little alternative but to submit.

31. AMS also engages in unfair and deceptive acts and practices by representing that it would not charge consumers' debit cards until the date of the move and that no cancellation fee would be charged if the consumer decides not to use AMS's services.

32. Lester and the class members suffered injury as a result of AMS's actions.

WHEREFORE, the Court should enter judgment in favor of Lester and the members of the class and against defendant AMS, granting the following relief:

- a. Determine that this cause may proceed as a class action, that Lester be appointed class representative, and that Lester's current counsel be appointed as counsel for the class;
- b. Enjoin defendant from destroying or altering books or records (including computer programs and records kept in electronic form) concerning, or in any way relating to, the claims of Lester and the class;
- c. Appropriate compensatory damages;
- d. Appropriate punitive damages, taking into account the gravity of the offence, its intentional nature, and whether the awarded amount is sufficient to deter defendant from the complained of conduct and to punish it;
- e. Full refund of all unfair amounts charged and collected by AMS;
- f. An injunction halting the practice complained of;

- g. Attorneys' fees, litigation expenses and costs; and
- h. Such other relief as the Court may deem equitable and appropriate.

**COUNT II  
UNJUST ENRICHMENT AGAINST AMS**

- 25. Lester re-alleges paragraphs 1 through 24.
- 26. Without Lester's permission, AMS removed \$1,100 from Lester's bank account for moving services it claimed it was going to perform on May 1, 2008.
- 27. Although AMS did not perform any moving services on May 1, 2008, AMS did not return any portion of those funds to Lester.
- 28. It would be unjust for AMS to retain the \$1,100.

WHEREFORE, the Court should enter judgment in favor of Lester and against AMS for compensatory and punitive damages, and all other relief deemed appropriate by this Court.

**COUNT III  
COMMON LAW FRAUD AGAINST AMS AND LALAGOS**

- 25. Lester re-alleges paragraphs 1 through 24.
- 26. This Count is brought on behalf of Lester in her individual capacity.
- 27. AMS described to Lalagos all of the items she wanted to move, Lalagos quoted her the price of \$1,100 to move those items and promised that the price would not increase so long as nothing was added to those items.


28. AMS and Lalagos knew that this statement was false at the time it was made. Indeed, they made this statement for the purpose of inducing Lester to act.

- 29. Lester had a right to rely on this statement and did so to her detriment.

WHEREFORE, the Court should enter judgment in favor of Lester and against AMS and

Lalagos for compensatory and punitive damages, and all other relief deemed appropriate by this Court.

**TAMMIE LESTER**

By:   
One of Her Attorneys

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