



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY, PLEASE  
REFER TO OUR FILE  
Bp8#  
2219166

October 3, 2011

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Pennsylvania Public Utility Commission, Bureau of Investigation and  
Enforcement v. Canterbury International, Inc. d/b/a Two Men and a Truck  
Docket No. C-2011-2219166

Dear Secretary Chiavetta:

On behalf of the Bureau of Investigation and Enforcement, enclosed please find an original and three (3) copies of the Settlement Agreement in the above-captioned proceeding. A check in the amount of agreed-upon civil penalty, or two hundred and fifty dollars (\$250.00), is also enclosed.

The Office of Special Assistants should prepare a proposed Opinion and Order for Commission consideration.

If you have further questions regarding this matter, please do not hesitate to contact me at (717) 772-8839.

Very truly yours,

Stephanie M. Wimer  
Prosecuting Attorney

Enclosures

cc: Cheryl Walker Davis, OSA  
Robert Bingaman, TUS

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PENNSYLVANIA PUBLIC UTILITY :  
COMMISSION, BUREAU OF :  
INVESTIGATION AND ENFORCEMENT :

Docket No. C-2011-2219166

v. :

CANTERBURY INTERNATIONAL, INC. :  
d/b/a TWO MEN AND A TRUCK :

SETTLEMENT AGREEMENT

**THIS AGREEMENT** is by the Pennsylvania Public Utility Commission's (Commission) Bureau of Investigation and Enforcement (BI&E), represented by Prosecuting Attorney Stephanie M. Wimer,<sup>1</sup> and Canterbury International, Inc. d/b/a Two Men and a Truck (Respondent), in the above-captioned proceeding. Pursuant to this Agreement, BI&E and Respondent stipulate as follows:

**I. Background and Summary of Proceedings**

1. The parties to this Settlement Agreement are BI&E, P.O. Box 3265, Harrisburg, PA 17105-3265, and Respondent, Canterbury International, Inc. d/b/a Two Men and a Truck who maintains a principal place of business at 3555 Valley Drive, Pittsburgh, PA 15234.

2. On the date of the alleged violation in this Complaint, Respondent held a certificate of public convenience issued by this Commission. Respondent was issued a

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<sup>1</sup> Effective August 11, 2011, the prosecutory functions of the Law Bureau were transferred to BI&E. See *Implementation of Act 129 of 2008 Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011).

certificate of public convenience on May 18, 2006, at Docket No. A-00121505 and was authorized to transport household goods in use between points in Allegheny County.

3. On February 12, 2009, the Commission approved Respondent's application to transport household goods in use from Allegheny County to all points in Pennsylvania, and vice versa.

4. Pursuant to its enforcement responsibilities, on August 17, 2011, BI&E instituted the instant Complaint against Respondent for furnishing service outside of its certificated territory. In the Complaint, BI&E alleged that on July 29, 2010, Respondent performed a household goods move for Judith Carilli (shipper) from McDonald, Washington County, PA to Conneaut Lake, Crawford County, PA. This household goods move did not fit within Respondent's certificated territory because the move did not originate or terminate in Allegheny County.

5. BI&E alleged that the above-described action violates Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(1)(i), and requested a civil penalty of \$500.00 for this violation.

6. On August 22, 2011, Respondent filed a timely Answer to the Complaint. In its Answer, Respondent admitted that it performed a household goods in use move that was outside of its certificated authority. However, Respondent argues that its violation was inadvertent. The computer system that Respondent uses to schedule moves only permits it to book moves with zip codes that are in Allegheny County. McDonald, PA is located in both Allegheny and Washington Counties and Respondent's computer system

was not designed to identify the portion of the zip code that is located in Washington County.

7. The parties conducted informal discovery. The shipper's residence was located in Washington County, just slightly over the border of Allegheny County. Further, Respondent seeks to avoid making the same mistake in the future, as it filed an application for approval to expand its transport area for household goods in use between points in the "counties of Beaver, Butler, Westmoreland, Fayette, and Washington, and from points in said counties to points in Pennsylvania and vice versa." Docket No. A-2011-2251336 (filed June 1, 2011).

## **II. Settlement Terms**

8. BI&E and Respondent, intending to be legally bound and for consideration given, desire to conclude this litigation and agree to stipulate as to the following terms:

- A. In recognition of the cost of further litigation, the time and expense of holding a hearing, and the merits of the parties' respective positions, the parties have entered into negotiations and have agreed to settle the Complaint according to the terms and conditions set forth herein.
- B. Respondent agrees that it transported household goods in use outside of its certificated territory. Respondent, therefore, agrees to pay a civil penalty of two hundred fifty dollars (\$250.00) within twenty (20) days of entry of a final Commission Order in this matter.

- C. Respondent agrees that he will cease and desist from committing future violations of the Public Utility Code, and the Commission's regulations and Orders.

### III. Statement in Support of Settlement Agreement

9. Pursuant to our Regulations at 52 Pa. Code § 5.231, it is the Commission's policy to promote settlements. However, the Commission must review proposed settlements to determine whether the terms are in the public interest. *Pennsylvania Public Utility Commission v. Philadelphia Gas Works*, M-00031768 (Order entered January 7, 2004).

10. In *Joseph A. Rosi v. Bell-Atlantic-Pennsylvania, Inc.*, C-00992409 (March 16, 2000), the Commission adopted standards to be applied to determine the amount of the civil penalty in slamming cases. The Commission subsequently determined that all violations of the Public Utility Code and Commission regulations, not just slamming cases, shall be subject to review under the standards enunciated in *Rosi. Pa. P.U.C. v. NCIC Operator Services*, M-00001440 (December 21, 2000). BTS and Respondent submit that this Settlement Agreement does not violate the requirements for settlements found in *Rosi* and that the terms of the Agreement are in the public interest.

11. The parties further assert that approval of this Settlement is consistent with the Commission's Policy Statement regarding factors and standards for evaluating litigated and settled proceedings at 52 Pa. Code § 69.101.<sup>2</sup> Under this Policy Statement,

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<sup>2</sup> This Policy Statement became effective upon publication in the Pennsylvania Bulletin on December 22, 2007, at 37 Pa. Bull. 6755.

while many of the same factors and standards may still be considered in both litigated and settled cases, the Commission specifically recognized that in settled cases, the parties “will be afforded flexibility in reaching amicable resolutions to complaints and other matters so long as the settlement is in the public interest.” 52 Pa. Code § 69.1201(b).

The ten factors of the Policy Statement, as applied to this case, are as follows:

12. The first factor to be considered under the Policy Statement is whether Respondent’s actions amounted to willful fraud or misrepresentation, or were merely administrative or technical errors. 52 Pa. Code § 69.1201(c)(1). Respondent’s actions were not willful. Respondent inadvertently performed a move that originated in Washington County because its computer system did not recognize that a portion of the shipper’s zip code was outside of Allegheny County. Additionally, shipper’s residence was located just over the border of Allegheny County and Respondent did not recognize that it was in Washington County.

13. The second factor to be considered under the Policy Statement is whether the resulting consequences of Respondent’s actions were of a serious nature. 52 Pa. Code § 69.1201(c)(2). When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty. *Id.* Respondent’s violation did not have lasting consequences. No one was physically harmed and no property was damaged.

14. The third factor to be considered under the Policy Statement is whether Respondent’s conduct was intentional or negligent. 52 Pa. Code § 69.1201(c)(3). Respondent’s conduct was unintentional, as stated above.

15. The fourth factor to be considered under the Policy Statement is whether Respondent has made efforts to change its practices and procedures to prevent similar conduct in the future. 52 Pa. Code § 69.1201(c)(4). Respondent filed an application to expand its transport area for household goods in use to cover Washington County, as well as other counties. In the event that the Commission rejects its application, Respondent agrees to be more prudent in ensuring that it is performing household goods moves within its certificated territory.

16. The fifth factor to be considered under the Policy Statement relates to the number of customers affected by Respondent's actions and the duration of the violation. 52 Pa. Code § 69.1201(c)(5). The duration of Respondent's violation was brief; it transported household goods in use outside of its certificated territory on one day- July 29, 2010. Further, the shipper, Judith Carilli, was the only customer affected by Respondent's actions and she did not complain about Respondent's service.

17. The sixth factor to be considered under the Policy Statement relates to Respondent's compliance history. 52 Pa. Code § 69.1201(c)(6). Respondent has one prior violation. On October 31, 2006, the Bureau of Transportation and Safety initiated a complaint against Respondent for failing to include its certificate of public convenience number in an advertisement that appeared in a newspaper, as well as on Respondent's website. Respondent paid a fifty dollar (\$50) civil penalty for this violation.

*See Pennsylvania Public Utility Commission, Bureau of Transportation and Safety v. Canterbury International, Inc.*, A-00121505C601.

18. The seventh factor to be considered under the Policy Statement relates to whether Respondent cooperated with the Commission's investigation. 52 Pa. Code § 69.1201(c)(7). Respondent fully cooperated with counsel for BI&E, returning all phone calls promptly and answering all questions completely.

19. The eighth factor to be considered under the Policy Statement is the amount of the civil penalty or fine necessary to deter future violations. 52 Pa. Code § 69.1201(c)(8). "The size of the utility may be considered to determine an appropriate penalty amount." *Id.* BI&E submits that Respondent's payment of the agreed upon civil penalty of two hundred fifty dollars (\$250.00) constitutes a reasonable and appropriate resolution of the merits of the proceeding.

20. The ninth factor to be considered under the Policy Statement relates to past Commission decisions in similar matters. 52 Pa. Code § 69.1201(c)(9). This Agreement is consistent with prior decisions and is appropriate based upon the circumstances of this case.

21. The tenth factor in the Policy Statement examines other relevant factors. 52 Pa. Code § 69.1201(c)(10). In this case, the civil penalty would arise from a settlement reached prior to a hearing and will save the parties the time and expense of holding a hearing.

22. Respondent and BI&E believe that their efforts have resulted in a fair and equitable Settlement that is in the public interest and adequately addresses the issues set forth in the Complaint. Therefore, the parties request that the Commission approve this Settlement Agreement as in the public interest.



23. This Agreement is expressly conditioned upon the Commission's approval under applicable public interest standards without modification, addition, or deletion of any term or condition herein. If the Commission fails to approve this Agreement, by tentative or final order, or any of the terms or conditions set forth herein, without modification, addition, or deletion, then either Party may elect to withdraw from this Agreement by filing a response to the tentative or final order within fifteen (15) days of the date that the tentative or final order is entered. None of the provisions of this Agreement shall be considered binding upon the Parties if such a response is filed.

WHEREFORE, because the Agreement addresses and attempts to remedy all allegations raised in this matter, BI&E and Respondent request that the terms of this Settlement Agreement be approved as being in the public interest.

Date: 10/2/11

Date: 9/30/11



Stephanie M. Wimer  
Prosecuting Attorney  
Attorney I.D. PA 207522  
Bureau of Investigation and Enforcement  
Pennsylvania Public Utility Commission



Raymond J. Coll, Vice President  
Canterbury International, Inc. d/b/a  
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