



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

IN REPLY PLEASE
REFER TO OUR FILE

ISSUED: June 18, 2004

A-00099993C0301

WILLIAM C STUMPF
T/A STUMPF MOVING & STORAGE CO
199 PURITY ROAD
PITTSBURGH PA 15235

**DOCUMENT
FOLDER**

Pennsylvania Public Utility Commission, Bureau of Transportation and Safety
V.

William C. Stumpf, t/a Stumpf Moving & Storage Co.

TO WHOM IT MAY CONCERN:

Enclosed is a copy of the Initial Decision of Administrative Law Judge James D. Porterfield. This decision is being issued and mailed to all parties on the above specified date.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Specifically, an original and nine (9) copies of your signed exceptions **MUST BE FILED WITH THE SECRETARY OF THE COMMISSION 2ND FLOOR, KEYSTONE BUILDING, 400 NORTH STREET, HARRISBURG, PA OR MAILED TO P.O. BOX 3265, HARRISBURG, PA 17105-3265**, within twenty (20) days of the issuance date of this letter. The signed exceptions will be deemed filed on the date actually received by the Secretary of the Commission or on the date deposited in the mail as shown on U.S. Postal Service Form 3817 certificate of mailing attached to the cover of the original document (52 Pa. Code §1.11(a)) or on the date deposited with an overnight express package delivery service (52 Pa. Code 1.11(a)(2), (b)). If your exceptions are sent by mail, please use the address shown at the top of this letter. A copy of your exceptions must also be served on each party of record. 52 Pa. Code §1.56(b) cannot be used to extend the prescribed period for the filing of exceptions/reply exceptions. A certificate of service shall be attached to the filed exceptions.

If you receive exceptions from other parties, you may submit written replies to those exceptions in the manner described above within ten (10) days of the date that the exceptions are due.

Exceptions and reply exceptions shall obey 52 Pa. Code 5.533 and 5.535 particularly the 40-page limit for exceptions and the 25-page limit for replies to exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)".

If no exceptions are received within twenty (20) days, the decision of the Administrative Law Judge may become final without further Commission action. You will receive written notification if this occurs.

Very truly yours,

James J. McNulty
Secretary

Encls.
Certified Mail
Receipt Requested
MK

R K SMITH JR ESQ
PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF TRANSPORTATION & SAFETY
PO BOX 3265 3RD FLOOR
KEYSTONE BUILDING
HARRISBURG PA 17105-3265

RJP

SERVICE LIST: A-00099993C0301

William C. Stumpf
t/a Stumpf Moving & Storage Co.
199 Purity Road
Pittsburgh, PA 15235

R.K. Smith, Jr., Esq.
PA Public Utility Commission
Bureau of Transportation & Safety
P.O. Box 3265
Harrisburg, PA 17105-3265

TD 20/10

JUN 14 2004

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCUMENT
FOLDER

Pennsylvania Public Utility Commission, :
Bureau of Transportation and Safety, :

v. :

William C. Stumpf, :
t/a Stumpf Moving & Storage Co. :

A-00099993C0301

INITIAL DECISION

DOCKETED
JUN 23 2004

Before
James D. Porterfield
Administrative Law Judge

HISTORY OF THE PROCEEDING

This decision approves and adopts the Settlement Agreement fully resolving the complaint brought by the Pennsylvania Public Utility Commission's Bureau of Transportation and Safety (BT&S or Complainant). The complaint alleges that William C. Stumpf, t/a Stumpf Moving & Storage Co. (Stumpf or Respondent), violated the Commission's regulations¹ and violated Section 501 and Section 1301 of the Public Utility Code (Code) by failing to file a quarterly report when charges exceeded an estimate by more than ten percent; by failing to use and complete the proper form for estimates of charges titled "Estimated Cost of Services"; by failing to acknowledge and act promptly on written or oral communications regarding insurance claims; and by failing to charge in accord with the tariff on file with the Commission. The complaint seeks a total penalty of \$850.00.²

¹ See 52 Pa. Code §§31.124, §31.122(2), and §32.16(2).

² The Settlement Agreement, attached to this decision as Appendix A, details the number and nature of the violations alleged in the complaint.

Before a hearing was scheduled on the complaint, the parties submitted, on October 27, 2003, for the Commission's consideration the Settlement Agreement purporting to fully resolve the complaint. The record of the proceeding includes the complaint, the prehearing order, and the Settlement Agreement, attached to this decision and identified as Appendix A. No briefs were filed. The record closed June 7, 2004.

DISCUSSION

Counsel have offered a Settlement Agreement that fully resolves all issues raised by the complaint. The Commission encourages settlements and its authority to review proposed settlements is well settled.³ Settlements have many benefits including eliminating the time, expense, and uncertainties associated with litigation. Notwithstanding the many benefits, however, settlements will be approved by the Commission only if they are found to be consistent with or in conformity with the public interest, including the interests of a utility's customers and its prospective customers.⁴

As part of the Settlement Agreement, the Respondent admits to all allegations set forth in the complaint. The operative terms of the Settlement Agreement requiring execution by the Respondent are as follows:

5. The parties agree that the Respondent shall pay a civil penalty in the amount of five hundred dollars (\$500.00) for the violations admitted to.

The terms and conditions of the proposed settlement are comprehensive and appear to satisfy a number of objectives that would have resulted if the complaints had been successfully litigated by the BT&S. Imposition of the substantial penalty serves as aversive incentive for the Respondent to come into and remain in full compliance with the Commission's

³ See 52 Pa. Code §5.321; see, also, 52 Pa. Code §60.391 *et seq.* and 52 Pa. Code §69.401 *et seq.*

⁴ See *Borough of Montrose et al. v. Keystone Water Co.*, 54 Pa. PUC 188 (1983); see also *Barasch et al. v. Bell Telephone Co. of Pa.*, 73 Pa. PUC 108 (1990) and *Pennsylvania Pub. Util. Comm'n v. C.S. Water and Sewer Assocs.*, 74 Pa. PUC 767 (1991).

regulations. Full compliance with the Commission's regulations inures to the benefit of the public, generally, and to prospective shippers, specifically. For these reasons the terms and conditions of the proposed settlement are accepted, approved, adopted, and confirmed without modification as being in the public interest to do so.

CONCLUSIONS OF LAW

1. The Pennsylvania Public Utility Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

2. The Pennsylvania Public Utility Commission has delegated its authority to initiate certain adversarial proceedings, like the subject proceeding, that are of a prosecutorial nature to the Bureau of Transportation and Safety, the nominal complainant herein; the Bureau of Transportation and Safety has legal standing to bring and to prosecute the subject complaint.

3. The Commission encourages settlements and its authority to review proposed settlements is well settled.

4. Settlements arising out of complaints and offered for the Commission's approval must first be found to be consistent with the public interest before being further considered for approval.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of the Bureau of Transportation and Safety captioned *Pennsylvania Public Utility Commission, Bureau of Transportation and Safety, v. William C. Stumpf, t/a Stumpf Moving & Storage Co.*, at docket No. A-00099993C0301, is sustained to the extent consistent with the parties' Settlement Agreement and is otherwise dismissed.

2. That the Respondent must remit to the Commission, within 30 days after service of the Commission's order, a civil monetary penalty of \$500.00 by certified or cashier's check or money order made payable to the Pennsylvania Public Utility Commission, as provided for in Section 3301 and Section 3315 of the Public Utility Code (66 Pa.C.S. §3301 and §3315).

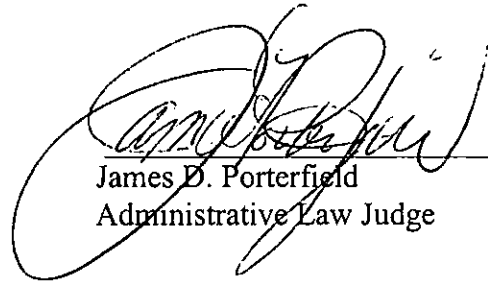
3. That the Respondent's check or money order, required by this Order to be remitted to the Pennsylvania Public Utility Commission, must be mailed, using the U.S. Postal Service, to the following address:

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265

4. That the Respondent must cease and desist from further violations of the Public Utility Code, as amended, 66 Pa.C.S. §§101–3316, and of the Commission's regulations at 52 Pa. Code §1.1 *et seq.*

5. That the complaint proceeding at docket No. A-00099993C0301 be terminated and the record marked "closed."

Dated: June 8, 2004



James D. Porterfield
Administrative Law Judge

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED
OCT 27 2003

Pittsburgh Office of A.L.J.
Public Utility Commission

PENNSYLVANIA PUBLIC UTILITY :
COMMISSION, BUREAU OF :
TRANSPORTATION AND SAFETY :

Docket No.
A-00099993C0301

v.

WILLIAM C. STUMPF, STUMPF :
MOVING & STORAGE :

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RECEIVED

JUN 18 2004

OCT 20 2003

BUREAU OF T & S
LEGAL DIVISION

PA PUBLIC UTILITY COMMISSION
SETTLEMENT SECRETARIES' BUREAU
AGREEMENT

THIS AGREEMENT is by and between the Commission's Law Bureau, through Assistant Counsel R. K. Smith, Jr., and William C. Stumpf, Stumpf Moving & Storage, Respondent in the captioned proceeding. In pursuance of this Agreement, the Respondent and the Law Bureau stipulate as follows:

1. That Respondent is a carrier holding operating authority from the Pennsylvania Public Utility Commission at Docket No. A-00099993.

2. Pursuant to its enforcement responsibilities, the Bureau initiated the captioned complaint against Respondent, alleging that Respondent undercharged Mr. & Mrs. Flannery on September 30, 2002, when he transported their household goods from Churchill, Allegheny County, Pennsylvania to Bridgeville, Allegheny County, Pennsylvania. The Bureau alleged further that Respondent's charge exceeded the estimate by 10%. The Bureau also alleged that

DOCKETED
JUN 23 2004

RECEIVED
OCT 20 2003
PA PUBLIC UTILITY COMMISSION
SECRETARIES' BUREAU

DOCUMENT
FOLDER

Respondent failed to provide insurance forms requested by the shippers. The Bureau lastly alleged that Respondent failed to provide the shippers with a proper Estimated Cost of Services form. The Bureau requested a civil penalty of \$850.00. Respondent filed an Answer to the complaint.

3. In recognition of the cost of further litigation and the merits of their respective positions, the parties have entered into negotiations with one another and have agreed to settle the complaint with the terms and conditions set forth herein.

4. Respondent admits that in performing the acts described in Paragraphs three, he violated 66 Pa. C.S. Section 1303 by charging an improper rate other than that specified in his tariff on file with the Commission. Respondent admits that by failing to file with the Commission a quarterly report, wherein charges exceed the estimate with an explanation of the reasons for the variances, violated 52 Pa. Code Section 31.124. The Respondent also admits that by failing to use and complete the proper form for estimates of charges titled Estimated Cost of Services, violated 52 Pa. Code Section 31.122(2). The Respondent lastly admits that by failing to acknowledge and act promptly upon written or oral communications with respect to insurance claims, violated 52 Pa. Code Section 32.16(2).

5. The parties agree that the Respondent shall pay a civil penalty in the amount of five hundred dollars (\$500.00) for the violations admitted to.

Date: 9/26/03

R. K. Smith, Jr.

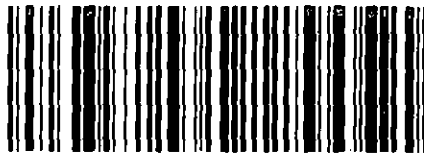
R. K. Smith, Jr., Assistant Counsel

Date: 10-06-03

William C. Stumpf

William C. Stumpf

2. Article Number



7160 3901 9843 0000 8496

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

A-0009999300301 ID
WILLIAM C STUMPF

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) <i>Elizabeth DeNardo Stumpf</i>	B. Date of Delivery <i>6-21-04</i>
C. Signature <i>Elizabeth DeNardo Stumpf</i>	<input checked="" type="checkbox"/> Agent Addressee
D. Is delivery address different from item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

RJF