CAPTION SHEET CASE MANAGEMENT SYSTEM

1. REPORT DATE:

2. BUREAU: TAS

3. SECTION(S): 5. APPROVED BY:

DIRECTOR:

SUPERVISOR:

6. PERSON IN CHARGE: BEARD 8. DOCKET NO: A-00110545C0201 : 4. PUBLIC MEETING DATE:

00/00/00

: 7. DATE FILED: 01/03/02

: 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: TRANSPORTATION & SAFETY, BUREAU OF

RESPONDENT/APPLICANT: FISCHER-HUGHES OF ALLENTOWN, INC

COMP/APP COUNTY: UTILITY CODE: 700654

ALLEGATION OR SUBJECT

TAS COMPLAINT V. FISCHER-HUGHES OF ALLENTOWN, INC. FOR VARIOUS VIOLATIONS.



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| BEFORE THE BEFORE THE 3: 22

PENNSYLVANIA PUBLIC UTILITY COMMISSION, BUREAU OF TRANSPORTATION AND SAFETY SECRETARY'S BUREAU

V.

DOCKET NO. A-00110545C020/

Fischer-Hughes of Allentown, Inc.

COMPLAINT

The Pennsylvania Public Utility Commission (Commission) is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within the Commonwealth. The Commission has delegated its authority to initiate proceedings which are prosecutory in nature to the Bureau of Transportation and Safety and other bureaus with enforcement responsibilities. Pursuant to that delegated authority and Section 701 of the Public Utility Code, the Bureau of Transportation and Safety Prosecutory Staff hereby represents as follows:

- 1. That Fischer-Hughes of Allentown, Inc., respondent, maintains its principal place of business at 2655 Moravian Avenue, Allentown, PA 18103.
- 2. That respondent was issued a certificate of public convenience by this Commission on August 26, 1993, at Application Docket No. A-00110545.
- 3. That respondent, on October 31, 2000, transported household goods for Marian Panasiuk from Catasaqua, Lehigh County, Pennsylvania to Rieglestown, Bucks County, Pennsylvania for approximately \$2,307.63 compensation. At that time, the following violations were found:
 - (a) Failed to file a quarterly report where the move reflected charges exceeding the estimate by more than 10%.
 - (b) Failed to provide the shipper with an "Information for Shipper" statement.
- 4. That respondent, by failing to file with this Commission a quarterly report, wherein charges exceed the estimate by more than 10% with an explanation of the reasons for the variances, violated 52 Pa. Code §31.124. The penalty is \$100.00.
- 5. That respondent, by failing to furnish the shipper with "Information for Shippers" statement prior to the preparation of an order for service, violated 52 Pa. Code §31.121(a). The penalty is \$250.00.



WHEREFORE, the Bureau of Transportation and Safety Prosecutory Staff hereby requests that the Commission fine Fischer-Hughes of Allentown, Inc. the sum of three hundred fifty dollars (\$350.00) for the illegal activity described in this complaint and order such other remedy as the Commission may deem to be appropriate.

Respectfully submitted,

Michael E. Hoffman, Director

Bureau of Transportation and Safety

P.O. Box 3265

Harrisburg, PA 17105-3265

VERIFICATION

I, Michael E. Hoffman, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at any hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date:

2

NOTICE

A. You must file an answer within twenty (20) days of the date of service of this complaint. The date of service is the mailing date as indicated at the top of the Secretarial cover letter for this complaint and notice, 52 Pa. Code §1.56(a). The answer shall raise all factual and legal arguments that you wish to claim in your defense and must include the reference number of this complaint. Your answer must be verified and the original and three (3) copies sent to:

James J. McNulty, Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265

- B. If you fail to answer this complaint within twenty (20) days, the Bureau of Transportation and Safety will request that the Commission issue a Secretarial Letter imposing a penalty. The penalty could include a fine, the suspension or revocation of your certificate of public convenience or other remedy.
- C. You may elect not to contest this complaint by paying the fine proposed in this complaint by certified check or money order. Payment must be made to the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. Your payment is an admission that you committed the alleged violation and an agreement to cease and desist from further violations. Upon receipt of your payment, the complaint proceeding shall be closed.
- D. If you file an answer which either admits or fails to deny the allegations of the complaint, the Bureau of Transportation and Safety will request that the Commission issue a Secretarial Letter imposing a penalty (see B).
- E. If you file an answer which contests the complaint, the matter will be assigned to an administrative law judge for hearing and decision. The judge is not bound by the optional fine set forth in C, above.
- F. Alternative formats of this material are available, for persons with disabilities, by contacting the Technical Unit at (717) 783-5945.

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

Date of Service:

JANUARY 9, 2002

Docket Number:

A-00110545C0201

FISCHER-HUGHES OF ALLENTOWN, INC. 2655 MORAVIAN AVENUE ALLENTOWN PA 18103

DOCKETE JAN 0 9 2002

Pennsylvania Public Utility Commission Bureau of Transportation and Safety v. FISCHER-HUGHES OF ALLENTOWN, INC.

Dear Sir/Madam:

The Pennsylvania Public Utility Commission has delegated its authority to initiate prosecutory proceedings to several bureaus in the Commission with enforcement responsibilities.

Pursuant to this delegated authority and Section 701 of the Public Utility Code, the Bureau of Transportation and Safety Prosecutory Staff has filed the attached complaint against you.

Please refer to the Notice page at the conclusion of this complaint for detailed instructions on how to proceed. Alternative formats of this material are available for persons with disabilities.

Any questions may be directed to the Technical Review Section of the Bureau of Transportation and Safety at (717) 787-1168.

Very truly yours,

James &

James J. McNulty Secretary

ddi

Fischer-Heighes

of Allentown, Inc. 2655 Moravian Avenue Allentown, PA 18103^r (610) 791-1000 (800) 345-0970 (610) 797-6415 FAX UNITED UNITED.

Van Lines

January 14, 2002

Pennsylvania Public Utility Commission Technical Review Section P.O. Box 3265 Harrisburg, PA 17105-3265

A-0011054500 201

Docket Number: A-0011054C0201

Dear Sir/Madam,

Regarding the above referenced complaint, the following is our response:

As to the charge of failing to file a quarterly report for moves that exceed the estimate by more than 10%, we acknowledge this deficiency. We have taken steps to correct this and have enclosed our check in the amount of \$100.00 for this violation of 52 Pa. Code 31.124.

As to the charge of failing to furnish the shipper with "Information for Shippers", we plead not guilty. You will find enclosed copies of this form and the Estimated Cost of Services that have been signed by Mrs. Panasiuk. For signature verification I have also enclosed a copy of the Bill of Lading and other forms that witness her signature. I believe that this evidence demonstrates the fact that we fulfilled our obligation under 52 Pa. Code 31.121(a).

Please let me know if additional information or action is required. Thank you,

Sincerety>

Robert M. Hughes

President, Fischer-Hughes of Allentown

2002 JAN 17 ANTH: 06

2002



FOR USE IN MOVING IN PENNSYLVANIA

The carrier must give you a written estimate that will approximate the amount he believes it will cost you to move your household furnishings. In this connection it is important that you inform the estimator of EVERYTHING you intend to move. The total actual charges may be more or less than the estimate, depending on the size of your shipment, the distance it is to move, and other circumstances relating to your shipment.

You will be required ultimately to pay the mover's applicable tariff charges based on an hourly rate (if distance is 40 miles or less) or on a weight basis (if distance is over 40 miles).

Where the mover has not informed you PRIOR TO DELIVERY that he will extend credit, the mover will expect you to make payment of the charges at time of delivery in cash, money order or certified check.

If the total actual charges DO NOT EXCEED the estimate by more than 10 percent, you must be prepared to pay ALL OF THE ACTUAL CHARGES prior to the mover unloading your goods. If the total charges DO EXCEED the estimate by more than 10 percent, the mover is required to deliver the full and complete shipment upon payment of the estimated charges plus an additional \$25.00, or 10 percent of the estimate whichever is greater, and you may defer paying the balance for 15 days after delivery.

In case you sustain a loss or damage to your household effects, you are protected only up to but not exceeding 30 cents per pound per article. If you desire protection greater than thirty (30) cents per pound, you may declare such valuation and pay the increased tariff rate applicable to the valuation you declare. You may also protect yourself to the full valuation of your goods by taking out a policy of transit insurance.

UPON COMPLETION OF THE DELIVERY THE DRIVER WILL ASK YOU TO SIGN EITHER THE DELIVERY RECEIPT, THE INVENTORY, OR BOTH. BEFORE SIGNING EITHER ONE, BE SURE THAT ONE OR THE OTHER NOTES ALL THE DAMAGE AND ANY LOST ARTICLES. IF THE DRIVER WILL NOT MAKE SUCH NOTATIONS, MAKE THEM YOURSELF BEFORE SIGNING. REMEMBER, TELLING THE DRIVER ABOUT THESE THINGS IS NOT ENOUGH. DO NOT SIGN ANY DELIVERY PAPERS FOR THE DRIVER UNTIL DELIVERY IS COMPLETED. WHEN YOU SIGN THE DELIVERY RECEIPT, YOU ACCEPT YOUR GOODS IN APPARENT GOOD CONDITION, EXCEPT AS NOTED ON THE RECEIPT.

I HEREBY CERTIFY THAT A COPY OF ABOVE INFORMATION FOR SHIPPERS WAS FURNISHED.

FISCHER - HUGHES OF ALLENTOWN, INC.

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NAME OF SHIPPER		DATE
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FISCHE HUGHES OF ALLENTOWN CONDITION OF RESIDENCE REPORT

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WALLS ok	ok	WALLS ok	ok
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Customer signature		Date	



PROPERTY DAMAGE RELEASE

Customer	
Order	
Account or C.O.D.	
Inc. and its agents from any liability or damage resulting for the Removal of items from attic Removal of items from attic Driving truck on lawn Driving truck onto driveway Removing door from house Moving heavy items over stone or slate Other:	, release Fischer-Hughes Transport
Property Address: **Maxasuk** 10/30/00 Signature of Customer .	Date
Signature of Driver	Date

MOST IMPORTANT!

PLEASE NOTE CAREFULLY - THIS IS FOR YOUR PROTECTION

THE MOVER CANNOT BE HELD RESPONSIBLE FOR ITEMS LEFT AT RESIDENCE AFTER LOADING. IT IS YOUR RESPONSIBILITY TO MAKE SURE THAT NOTHING IS LEFT BEHIND. PLEASE MAKE SURE YOU CHECK CLOSETS, CABINETS, DRAWERS, ATTICS, NEIGHBORS' RESIDENCE, BASEMENTS AND OUTSIDE AREAS BEFORE SIGNING DOCUMENTATION.

OUR TARIFF STATES "CARRIER MAY, WITHOUT DISCRIMINATION BETWEEN SHIPPERS, REFUSE TO ACCEPT FOR TRANSPORTATION, BANK BILLS, COIN OR CURRENCY, DEEDS, NOTES, DRAFTS OR VALUABLE PAPERS OF ANY KIND, JEWELRY, POSTAGE OR REVENUE STAMPS, STAMP COLLECTIONS, PRECIOUS STONES, OR ARTICLES OF PECULIARLY INHERENT OR EXTRAORDINARY VALUE, PRECIOUS METALS OR ARTICLES MANUFACTURED THEREFROM." THEREFORE, IN ORDER FOR THE MOVER TO ASSUME RESPONSIBILITY, THESE ITEMS MUST BE TENDERED TO US PRIOR TO LOADING. A RECEIPT WILL BE GIVEN TO YOU.

ALSO, ANY PROPERTY DAMAGE TO RESIDENCE AT ORIGIN OR DESTINATION MUST BE SO NOTED AT TIME OF LOADING OR DELIVERY.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THE ABOVE AND UNDERSTAND MY RESPONSIBILITY.

SHIPPER OR AGENT

DATE

DRIVER: PLEASE RETURN SIGNED FORM TO OFFICE

FISCHER HUGHES TRANSPORT, INC.

450 N BROAD ST.

DOYLESTOWN, PA 18901-2513

DOYLESTOWN, PA 18901

DATE JON-14, 2003

PAY
TO THE ORDER OF PRINTS. Public infility Commission \$ 100.00

ONC hundred and of the prints of the prints

CHECK TO TIMZ 01/08/02 MILBIN PRINTING, INC., 1290 MOTOR PKWY, HAUPPAUGE, NY 11788 (516) 582-8900

ESTIMATED COST OF SERVICES

OR TRANSPORTATION OF HOUSEHOLD GOODS IN USE IN PENNSYLVANIA THIS IS ONLY AN ESTIMATE, NOT A CONTRACT FOR TRANSPORTATION

ICC NO. 35750 PUC A00110545

FISCHER-HUGHES OF ALLENTOWN, INC.

2655 MORAVIAN AVENUE ALLENTOWN, PA 18103 610-791-1000

A-1172-C

800-345-0970 NATIONWIDE

IMPORTANT NOTICE: This estimate covers only the articles and services listed. It is not a guarantee that the actual charges will not exceed the amount of the estimate. Common carriers are required by law to collect transportation and other incidental charges computed on the basis of rates shown in their lawfulty published tariffs, regardless of prior rate quotations or estimates made by the carrier. Charges for additional services will be added to the transportation charges. Loca 1 PREPAID (BASED ON TARIFF) (X) C.O.D. _____ CHARGE LOADING DATE REQUESTED PACKING DATE REQUESTED Panasluk CONSIGNEE ASSOCIATED WITH DELIVERY ADDRESS LOADING ADDRESS DESTINATION CITY, STATE Riegels ville Circle ORIGIN CITY & STATE NOTIFY ADDRESS ESTIMATED CU. FT. 264-7228 ESTIMATED COST OF SERVICES ED CHA 1. Transportation: Est 2. Valuation Charge: for liability on part of carrier in excess of that assumed when its lowest rates are charged: On Transportation: \$_____@____@__ _ per \$100 or fraction thereof_ On Storage-In Transit@_ ☐ To be released at 30¢ per pound per article. 3. Additional transportation charges (explain)____ 4. Pickup or delivery for storage in transit_ __ lbs. @ \$__ per 100 lbs. for each 30 days
or fraction thereof 6. Warehouse handling_ _¢ per 100 lbs. (one time charge)_ 7. Extra pickup or delivery at____ 8. Special servicing of appliances __Origin_ 9. Hoisting, lowering, or carrying pianos, heavy articles (explain)_ 10. Bulky item (Auto, Boat, Trailer, etc.) (EXPLAIN) _____feet. Handling charge \$ _ If boot give overall length_ 11. Packing, Unpacking and Containers (see below)___ 12. Transportation of shipments for distances of 40 miles or less are based on man and vehicle hours. 4. No. of hours 11 @ per hr. 137.00 hv travel 507.00 13. Estimated man and Vehicle hours______Van(s)__/___Men__ 137.00 14. Travel Time Charge _____ 15. Labor_____ man/men for _____ NOTICE TO ESTIMATOR: IT IS MANDATORY THAT THE TOTAL CUBIC FOOTAGE SHOWN ON THE TABLE OF MEASUREMENTS BE MULTIPLIED BY NOT LESS THAN SEVEN TO DETERMINE THE TOTAL ESTIMATED WEIGHT. ARTICLES NOT TO BE SHIPPED SHOULD BE INDICATED BY A "CHECKMARK" IN THE COLUMN PROVIDED ON THE TABLE OF MEASUREMENTS. If the total actual charges DO NOT EXCEED the estimate by more than 10 percent, you must be propored to pay ALL OF THE ACTUAL CHARGES prior to the inover unloading your goods. If the total charges DO EXCEED the estimate by more than 10 percent, the mover is required to deliver the full and complete shipment upon payment of the estimated charges plus an additional \$25.00, or 10 percent of the estimate whichever is greater, and you may defer paying the balance for 15 days after delivery. Amount to be paid an delivery of your C.O.D. shipment in cash, certified check or money order is (total estimated cost plus 10 percent or \$25.00): \$ CONTAINERS UNPACKING PACKING ESTIMATED COST OF CONTAINERS, AND ESTIMATED NUMBER STIMATED NUMBER PACKING AND UNPACKING SERVICES PER EACH PER EACH TOTAL

BARREL, dish-pack, drum, etc. BOXES, not over 5 cubic feet Over 5 not over 8 cubic feet CARTONS: Less Than 11/2 cubic feet 11/2 cubic feet 3 cubic feet 41/2 cubic feet 6 cubic feet 61/2 cubic feet Wardrobe Carton Crib Mattress Carton Mattress Carton, Regular (Not exceeding 54" x 75") Mattress Carton, King Size (Exceeding 54" x 75") Mattress Cover (plastic or paper) CRATES AND CONTAINERS: (Specially designed for mirrors, paintings, glass or marble tops and similar fragile articles) Gross measurement of crate or container ESTIMATEL COSTS ESTIMATED COSTS

Buch Brint I

10/6/00 29

i HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED THE SUMMARY OF INFORMA-TIO:: FOR SHIPPERS OF HOUSEHOLD Marian Cuasult

ICC #35750 PUC A00110545

FISCHER-HUGHES OF ALLENTOWN INC. 2655 MORAVIAN AVENUE

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT



The addressee named here has paid the PA P.U.C. for the following bill:

FISCHER HUGHES TRANSPORT, INC. 450 N BROAD ST. DOYLESTOWN, PA 18901-2513

DATE 1/22/02 RECEIPT# 182497

PUC VS. FISCHER HUGHES TRANSP

Fine for the violation of Pa Public Utility Law

In re: ORIGINAL FINE AMOUNT \$350.00 CURRENT BALANCE DUE: \$250.00

Docket Number A-00110545C0201......\$100.00

REVENUE ACCOUNT: 001420-017000-101

CHECK NUMBER: 2598 CHECK AMOUNT: \$ 100.00

C. Joseph Meisinger (for Department of Revenue)



COMMONWEALTH OF PENNSYLVANIA

DATE:

February 12, 2002

SUBJECT: A-00110545C0201

TO:

Office of Administrative Law Judge

FROM:

James J. McNulty, Secretary And

FEB 13 2002

PENNSYLVANIA PUBLIC UTILITY COMMISSION BUREAU OF TRANSPORTATION AND SAFETY

V.

FISCHER-HUGHES OF ALLENTOWN, INC.

Per memo dated February 12, 2002, from John Herzog, Assistant Counsel, Bureau of Transportation and Safety, the abovedocketed proceeding is being re-assigned to your Office for appropriate action.

was

TSL pc:

DATE:

February 12, 2002

SUBJECT: Bureau of Transportation and Safety Complaints

TO:

Wilma Stabley

Room B-20 - New Filing

A to Re- 455192

FROM:

John Herzog

Assistant Counsel

The below case(s) should be reassigned immediately to the Office of Administrative Law Judge for appropriate action.

Pennsylvania Public Utility Commission, Bureau of Transportation and Safety, Fischer-

Hughes of Allentown, Inc.- Docket No. A-00110545C0201- Attorney Herzog.

Thank you for your assistance with this matter and please contact me if you in need further information.

Scheduling Staff, ALJ's Office CC:

Technical Review, T&S



COMMEWEALTH OF PENNSYLVAN PENNSYLVANIA PUBLIC UTILITY COMMISSION

Office Of Administrative Law Judge P.O. Box 3265, Harrisburg, PA 17105-3265

IN REPLY PLEASE REFER TO OUR FILE

March 8, 2002

In Re:

A-00110545C0201

(See attached list)

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Pennsylvania Public Utility Commission, Bureau of Transportation & Safety

v.

Fischer-Hughes of Allentown, Inc.

Various violations.

NOTICE

This is to inform you that hearing on the above-captioned case will be held as follows:

Type: Prehearing Conference into an Initial Hearing

Date: Tuesday, April 30, 2002

Time: 10:00 a.m.

Location: Hearing Room 2

Plaza Level

Commonwealth Keystone Building

400 North Street

Harrisburg, Pennsylvania

Presiding: Administrative Law Judge Wayne L Weismandel

P.O. Box 3265

Harrisburg, PA 17105-3265 Telephone: (717) 783-5452

Fax: (717) 787-0481



If you are a poon with a disability, and bu wish to attend the prehearing, we may be able to make arrangements for your special needs. Please call the scheduling office at the Public Utility Commission:

- Scheduling Office: 717-787-1399.
- AT&T Relay Service number for persons who are deaf or hearing-impaired: 1-800-654-5988.

pc: Judge Weismandel
 Stephen L. Springer, Scheduling Officer
 Beth Plantz
 Docket Section
 Calendar File

A-00110545C020 Pennsylvania Public Utili Commission, Bureau of Transportation & Safety

Fischer-Hughes of Allentown, Inc.

JOHN HERZOG ESQUIRE
PA PUBLIC UTILITY COMMISSION
TRANSPORTATION & SAFETY
PO BOX 3265
HARRISBURG PA 17105-3265

FISCHER-HUGHES OF ALLENTOWN INC 2655 MORAVIAN AVENUE ALLENTOWN PA 18103