

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held December 8, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman
Stephen M. DeFrank, Vice Chairman
Ralph V. Yanora
Kathryn L. Zerfuss
John F. Coleman, Jr.

Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement

C-2022-3034149

v.

Centurion Movers, LLC

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is the Motion for Default Judgment (Motion), filed by the Commission's Bureau of Investigation and Enforcement (I&E) on September 16, 2022, against Centurion Movers, LLC (Centurion Movers, Respondent, or the Company) relating to the above-captioned proceeding. No Answer to the Motion has been filed. For the reasons stated below, we shall grant the Motion, consistent with this Opinion and Order.

Background and Procedural History¹

On August 17, 2017, the Respondent was issued a Certificate of Public Convenience (Certificate) authorizing the transportation of household property in use between points in Pennsylvania, at Docket No. A-2017-2590011 and A-8919614.

On March 5, 2020, the Certificate was cancelled due to the failure of the Respondent to maintain evidence of liability insurance on file with the Commission.

In March 2022, I&E opened an investigation after information was received that the Respondent was operating illegally as a household property carrier within the Commonwealth. Subsequently, I&E contacted the Respondent to schedule a move as part of the investigation and arrangements were made. When the Respondent did not show up for the move, the I&E officer left a text message identifying himself as a Motor Carrier Enforcement Officer. The message also advised the Respondent that it was operating without a Certificate and therefore, in violation of the Public Utility Code (Code). Complaint at 3-5.

On July 28, 2022, I&E filed the instant Complaint against Centurion Movers alleging that the Company violated Sections 102, 2501(b)(1) and 3310(a) and (b) of the Code, 66 Pa. C.S. §§ 102, 2501(b)(1) and 3310(a) & (b), by holding itself out to be a household property carrier even though it lacks Commission authority to provide or furnish transportation of household property by motor vehicle for compensation within the Commonwealth as a common carrier or as a contract carrier. The Complaint alleged that Centurion Movers did not hold a current Certificate, permit, or license by the Commission authorizing such transportation of household property between points within Pennsylvania in March 2022. Complaint at 3-5.

¹ The background information described herein is contained in the Formal Complaint (Complaint) filed by I&E against Centurion Movers.

On the same date, I&E served the Complaint on Centurion Movers by electronic mail at office@centurionmovers.com.² Motion at 1,2.

In the Complaint, I&E alleged that Centurion Movers violated Sections 102, 2501(b)(1), and 3310(a) and (b) of the Code, 66 Pa. C.S. §§ 102, 2501(b)(1), and 3310(a) & (b), by holding itself out to be a household goods carrier between points in Pennsylvania while not having operational authority from the Commission. Complaint at 2-6. I&E, therefore, sought the imposition of a statutorily mandated administrative penalty of \$5,000 on Centurion Movers for the alleged violation, pursuant to Section 3310(c)(1) of the Code, 66 Pa. C.S. § 3310(c)(1).³ *Id.* at 6.

I&E also acknowledged it was not requesting the confiscation and impoundment of the vehicle which was used to provide common carrier by motor vehicle or contract carrier by motor vehicle services without Commission approval, as permitted pursuant to Section 3310(c)(2)(ii) of the Code, 66 Pa. C.S. § 3310(c)(2)(ii), because it was Centurion Movers' first violation under Section 3310 of the Code. *Id.* at 6.

² Service by the Commission of the Complaint was performed by electronic mail in compliance with a recent Commission Order permitting the Commission to serve documents electronically regardless of whether a particular party has agreed to electronic service. *See Waiver of Regulation Regarding Service Requirements*, Docket No. M-2021-3028321 (Order entered on March 10, 2022).

³ According to I&E, Section 3310 of the Code, 66 Pa. C.S. § 3310, authorizes the Commission to impose penalties on any person or corporation operating as a common carrier by motor vehicle or as a contract carrier by motor vehicle without a Certificate, permit, or a license authorizing the service performed. I&E also noted that Section 3310(c)(1) of the Code specifically provides that a penalty of \$5,000 be imposed for a first violation of this section. Moreover, I&E stated that based on its research of Centurion Movers' history and record with the Commission, it concluded that this was Centurion Movers' first violation in Pennsylvania under Section 3310 of the Code, which was amended and made effective on February 20, 2018. Complaint at 6 n.1.

Attached to the Complaint was a Notice informing Centurion Movers that it must either pay the stated administrative penalty of \$5,000 within twenty days or file an Answer within twenty days of the date of service of the Complaint. Motion at 2. The Notice also informed Centurion Movers that if it failed to answer the Complaint, I&E would request that the Commission issue an Order imposing the penalty set forth in the Complaint for the violation. *Id.* at 2.

Centurion Movers did not file an Answer to the Complaint or pay the administrative penalty of \$5,000 that was sought in the Complaint within twenty days. *Id.*

As stated above, on September 16, 2022, I&E filed its Motion for Default Judgment. More than twenty days has passed since the service of the Complaint and Centurion Movers has not filed an Answer to the Motion or paid the administrative penalty.

Discussion

Legal Standards

Initially, we note that we are not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984). Therefore, any issue that we do not specifically address or delineate in this decision shall be deemed to have been duly considered and denied without further discussion.

Pursuant to Section 5.61(c) of the Commission's Regulations, 52 Pa. Code § 5.61(c), a respondent who fails to answer a complaint within the twenty-day response

period may be deemed in default, and the relevant facts stated in the complaint may be deemed admitted. *See Hickory Hollow Farms c/o Lamar Harnish v. Liberty Power Holdings LLC and United Energy Alliance LLC*, Docket No. C-2016-2559494 (Final Order entered August 31, 2017). The Commonwealth Court has upheld the Commission’s authority to sustain complaints that are not answered within twenty days. *See Fusaro v. Pa. PUC*, 382 A.2d 794, 797 (Pa. Cmwlth. 1978) (*Fusaro*).

The Code defines “common carrier by motor vehicle” to include any person or corporation that transports passengers or property between points within Pennsylvania by motor vehicle for compensation. 66 Pa. C.S. § 102.

Similarly, the Code defines “contract carrier by motor vehicle” to include a person or corporation that transports passengers or property between points within Pennsylvania by motor vehicle for compensation. 66 Pa. C.S. § 2501. Specifically, Section 2501(b)(1)(ii) of the Code defines a contract carrier by motor vehicle to include:

[a]ny person or corporation who or which provides or furnishes transportation of passengers or property, or both, . . . between points within this Commonwealth by motor vehicle for compensation, whether or not the owner or operator of such motor vehicle, or who provides or which provides or furnishes, with or without drivers, any motor vehicle for such transportation, or for use in such transportation,

66 Pa. C.S. § 2501(b)(1)(ii).

No person or corporation shall render service as a contract carrier by motor vehicle, unless there is in force with respect to such carrier, a permit issued by the Commission, authorizing such person or corporation to engage in such business. *See* 66 Pa. C.S. § 2503(a).

Disposition

The twenty-day time frame for filing an Answer to the Complaint has expired and Centurion Movers did not file an Answer. Motion at 2. Accordingly, I&E requests that the Commission enter a Default Order against Centurion Movers that: (1) directs Centurion Movers to pay the requested administrative penalty of \$5,000 within thirty days of the entry date of this Opinion and Order; and (2) refers this matter to the Pennsylvania Office of Attorney General for collection of the said penalty amount if Centurion Movers fails to pay the administrative penalty within the thirty-day period. *Id.* at 3.

I&E's Complaint averred that Centurion Movers held itself out and offered services to provide or furnish the transportation of household property between points within Pennsylvania by motor vehicle for compensation while not having operating authority with the Commission. Centurion Movers did not file an Answer to the Complaint nor did it file an Answer to the Motion for Default Judgment.

By failing to file a response to I&E's Complaint and Motion, the Commission may deem admitted all allegations or facts raised in the Complaint and the Motion. 52 Pa. Code § 5.61(c).⁴ The allegations include, but are not limited to, the following: (1) that Centurion Movers holds itself out to be a household goods carrier, but lacks Commission authority to provide or furnish transportation of household property for compensation within Pennsylvania as a common carrier by motor vehicle or a contract carrier by motor vehicle, pursuant to Sections 102 and 2501(b)(1) of the Code; (2) that Section 501(a) of the Code, 66 Pa. C.S. § 501(a), authorizes and obligates the Commission to execute and enforce the provisions of the Code; (3) that Section 701 of the Code, 66 Pa. C.S. § 701, authorizes the Commission, *inter alia*, to hear and determine

⁴ The Commonwealth Court has upheld our authority to sustain complaints that are not answered within twenty days. *See Fusaro*, 382 A.2d at 797.

complaints against public utilities or companies holding themselves out to be a public utility for violations of any law or regulation that the Commission has jurisdiction to administer or enforce; and (4) pursuant to Section 3310(b) of the Code, 66 Pa. C.S. § 3310(b), any unauthorized contract common carrier transporting household goods by motor vehicle shall be deemed in violation of the Code and shall be ordered to pay an administrative penalty, as prescribed in Section 3310(c), 66 Pa. C.S. § 3310(c). Section 3310(c)(1) of the Code specifically provides that a penalty of \$5,000 be imposed for a first violation of this section.

As set forth in the Complaint and the Motion, and as deemed admitted by failing to file an Answer, Centurion Movers provided or furnished the transportation of household property between points within Pennsylvania by motor vehicle for compensation, without a Certificate, permit, or license in violation of the Code.

Furthermore, by providing or furnishing the transportation of household property between points within Pennsylvania by motor vehicle for compensation, Centurion Movers is subject to the power and authority of this Commission, pursuant to Section 501(c) of the Code, 66 Pa. C.S. § 501(c), which requires a public utility to comply with Commission Regulations and Orders. Consequently, Centurion Movers is subject to Section 3310(a) and (b) of the Code, 66 Pa. C.S. § 3310(a) & (b), and the corresponding penalty prescribed in Section 3310(c)(1), 66 Pa. C.S. § 3310(c)(1).

Pursuant to the Code, any person or corporation operating as a common carrier under the definition of “common carrier by motor vehicle” in Section 102 (relating to definitions) or contract carrier by motor vehicle under the definition of “contract carrier by motor vehicle” in Section 2501(b)(1)(ii) (relating to declaration of policy and definitions) in violation of Section 3310(a) and (b), shall be ordered to pay an

administrative penalty as prescribed in Section 3310(c). *See* 66 Pa. C.S. §§ 3310(a) & (b). Section 3310(c) states as follows:

c. Penalties.—

- (1) The amount of the administrative penalty under subsection (b) shall be \$5,000 for a first violation and \$10,000 for a second or subsequent violation.
- (2) In addition to the penalty imposed under paragraph (1), a person or corporation under subsection (b) may also be subject to the following:
 - (i) Suspension of registration under 75 Pa.C.S. § 1375 (relating to suspension of registration of unapproved carriers).
 - (ii) Confiscation and impoundment of vehicle. A sheriff, upon an order issued by the court and having jurisdiction over the property, is empowered to confiscate and impound vehicles which have been used to provide common carrier by motor vehicle service or contract carrier by motor vehicle service in violation of subsection (b) or commission regulations. The process for the disposition of impounded vehicles shall be as set forth under 75 Pa.C.S. § 6310 (relating to disposition of impounded vehicles, combinations and loads).

66 Pa. C.S. § 3310(c).

We note that this is Centurion Movers' first offense and that, due to its failure to respond to either I&E's Complaint or Motion, Centurion Movers is deemed to have admitted: (1) that it held itself out to provide or furnish the transportation of household property between points within Pennsylvania by motor vehicle for compensation without a Certificate, in violation of the Code; and (2) that it is subject to the corresponding penalty under Section 3310(c)(1) of \$5,000.

Based on our foregoing analysis, we find that it is appropriate to sustain the Complaint and assess a penalty of \$5,000 for Centurion Movers' violation of operating without a Certificate, license or permit issued by the Commission. We further find that this assessed penalty is sufficient under the circumstances to deter Centurion Movers from engaging in similar activities in the future.

Conclusion

Based on our review of the record, the averments in the Motion, and the applicable law, we shall grant I&E's Motion, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Motion for Default Judgment filed by the Commission's Bureau of Investigation and Enforcement on September 16, 2022, is granted, consistent with this Opinion and Order.
2. That the allegations in the Commission's Bureau of Investigation and Enforcement's Formal Complaint are deemed admitted, and the Formal Complaint is thereby sustained, consistent with the Opinion and Order.

3. That, within thirty (30) days of the entry date of this Opinion and Order, Centurion Movers LLC shall remit \$5,000, payable by certified check or money order to “Commonwealth of Pennsylvania,” and sent to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

4. That a copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

5. That the Bureau of Administrative Services, Assessment Section shall monitor this matter for compliance.

6. That, if Centurion Movers LLC fails to make the payment required by Ordering Paragraph No. 3, above, within thirty (30) days of the entry date of this Opinion and Order, the Commission’s Bureau of Administrative Services, Assessment Section, shall refer this matter to the Pennsylvania Office of Attorney General for appropriate action.

7. That upon receipt of the payment of \$5,000 by Centurion Movers LLC, as directed by Ordering Paragraph No. 3, above, this proceeding shall be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Rosemary Chiavetta". The signature is written in a cursive, flowing style.

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: December 8, 2022

ORDER ENTERED: December 8, 2022