



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, HARRISBURG, PA 17120

BUREAU OF
INVESTIGATION
&
ENFORCEMENT

November 21, 2023

Via Electronic Filing

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

Re: Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement v.
The People's Champ Moving & Delivery Service, LLC
Docket No. C-2023-
Formal Complaint (Household Goods)

Dear Secretary Chiavetta:

Enclosed for electronic filing is the **Formal Complaint** of the Bureau of Investigation and Enforcement ("I&E") of the Pennsylvania Public Utility Commission in the above-referenced matter.

Copies have been served on the parties of record in accordance with the Certificate of Service. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Colby B. Widdowson', is written over a faint, light blue circular stamp.

Colby B. Widdowson
Prosecutor
Bureau of Investigation & Enforcement
PA Attorney ID No. 326185
(717) 787-2139
cwiddowson@pa.gov

CBW/ac
Enclosures

cc: Per Certificate of Service
Michael L. Swindler, Deputy Chief Prosecutor (via email - mwindler@pa.gov)
Andrew Turriziani, Chief, Motor Carrier Enforcement (via email - aturrizian@pa.gov)
Douglas S. Wells, Motor Carrier Enforcement (via email - dowells@pa.gov)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2023-
	:	
The People’s Champ Moving & Delivery	:	
Service, LLC,	:	
Respondent	:	

NOTICE

A. **You must file an Answer within 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 Letter. *See* 52 Pa. Code § 1.56(a). The Answer must raise all factual and legal arguments that you wish to claim in your defense, include the docket number of this Complaint, and be verified. The Answer must be submitted by efilings with the Secretary of the Commission by opening an efilings account through the Commission’s website and accepting eservice at <http://www.puc.state.pa.us/efiling/default.aspx>. If your filing contains confidential material, you are required to file by overnight delivery to ensure the timely filing of your submission to:

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

If your Answer is 250 pages or less, you are not required to file a paper copy. If your Answer exceeds 250 pages, you must file a paper copy with the Secretary’s Bureau.

Additionally, please electronically serve a copy on:

Colby B. Widdowson, Prosecutor
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
cwiddowson@pa.gov

B. If you fail to Answer this Complaint within 20 days, the Bureau of Investigation and Enforcement will request that the Commission issue an Order imposing the requested relief.

C. You may elect not to contest this Complaint by paying the civil penalty and performing the requested relief within 20 days. Send only a certified check or money order made payable to the “Commonwealth of Pennsylvania,” with the docket number indicated, and mailed to:

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

D. If you file an Answer which either admits or fails to deny the allegations of the Complaint, the Bureau of Investigation and Enforcement will request that the Commission issue an Order imposing the requested relief set forth in this Complaint.

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 penalty set forth in the Complaint and may impose additional and/or alternative penalties as appropriate.

F. If you are a corporation, you must be represented by legal counsel. *See* 52 Pa. Code § 1.21.

G. Alternative formats of this material are available for persons with disabilities by contacting the Commission’s ADA Coordinator at 717-787-8714.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
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	:	
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Service, LLC,	:	
Respondent	:	

FORMAL COMPLAINT

NOW COMES the Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement (“I&E”), by its prosecuting attorneys, pursuant to Section 701 of the Public Utility Code, 66 Pa.C.S. § 701, and files this Formal Complaint (“Complaint”) against The People’s Champ Moving & Delivery Service, LLC. (“The People’s Champ Moving & Delivery Service, LLC” or “Respondent”) alleging violations of the Public Utility Code and Pennsylvania Code. In support of its Formal Complaint, I&E alleges the following:

I. COMMISSION JURISDICTION AND AUTHORITY

1. The Pennsylvania Public Utility Commission (“Commission” or “PUC”), with a mailing address of the Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120, is a duly constituted agency of the Commonwealth of

Pennsylvania empowered to regulate public utilities within the Commonwealth pursuant to the Public Utility Code, 66 Pa.C.S. §§ 101, et seq. (“Code”).

2. Complainant is the Commission’s Bureau of Investigation and Enforcement, which is the bureau established to take enforcement actions against public utilities and other entities subject to the Commission’s jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11); *See also Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E).

3. Complainant’s prosecuting attorneys are as follows:

Colby B. Widdowson
Prosecutor
cwiddowson@pa.gov
(717) 787-2139

Michael L. Swindler
Deputy Chief Prosecutor
mwindler@pa.gov

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

4. Respondent holds itself out to be a household goods carrier, but it lacks Commission authority to provide or furnish transportation of household property for compensation within the Commonwealth as a common carrier by motor vehicle or a contract carrier by motor vehicle, pursuant to Sections 102 and 2501(b)(1) of the Public Utility Code. 66 Pa.C.S. §§ 102 and 2501(b)(1).

5. 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.

6. Section 701 of the Code, 66 Pa. C.S. § 701, authorizes the Commission, *inter alia*, to hear and determine complaints against public utilities for violations of any law or regulation that the Commission has jurisdiction to administer or enforce.

7. Section 3310 of the Public Utility Code, 66 Pa.C.S. § 3310, authorizes the Commission to impose administrative 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 of public convenience, permit, or license authorizing the service performed. Section 3310(c) specifically provides that an administrative penalty of Five Thousand Dollars (\$5,000) be imposed for a first violation of this section while an administrative penalty of Ten Thousand Dollars (\$10,000) shall be imposed for a second or subsequent violation.¹

8. Respondent, by providing or furnishing the transportation of household property between points within the Commonwealth by motor vehicle for compensation is subject to the power and authority of this Commission pursuant to Section 501(c) of the

¹ Section 3310 of the Public Utility Code, 66 Pa.C.S. § 3310, which was amended and made effective on February 20, 2018, authorizes the Commission to impose the following penalties on any person or corporation who operates as a common carrier or contract carrier by motor vehicle without a certificate of public convenience, permit, or license: (1) A \$5,000 administrative penalty shall be imposed for a first violation and \$10,000 for a second or subsequent violation; (2) Suspension of the registration of any vehicle whereby a determination has been made that it operated as a common carrier or contract carrier by motor vehicle without the approval of the Commission in accordance with 75 Pa.C.S. § 1375; and (3) Confiscation and impoundment of vehicles which have been used to provide common carrier or contract carrier by motor vehicle without Commission approval, subject to the process for the disposition of impounded vehicles as set forth under 75 Pa.C.S. § 6310.

Public Utility Code, 66 Pa.C.S. § 501(c), which requires a public utility to comply with Commission regulations and orders.

II. BACKGROUND

9. Respondent is The People's Champ Moving & Delivery Service LLC with a principal place of business of 139 Throckmorton Street, #2, Freehold, NJ 07728.

10. Respondent has a mailing address of 35 Lockwood Avenue, Freehold, NJ 07728.

11. Respondent is a registered corporation in the state of New Jersey.

12. Respondent is owned and operated by Joshua Mitchell.

13. On or about September 15, 2023, Respondent agreed to move household goods for compensation between locations within the Commonwealth. Specifically, Respondent agreed to move household goods from 642 Brill Street, Philadelphia, PA 19120 to two separate locations at 777 Mayfair Street, Philadelphia, PA 19124 and 2020 North 20th Street, Philadelphia, PA 19121. See attached I&E Exhibit 1.

14. On or about September 21, 2023, Respondent did engage in the transportation of household goods to and from the aforementioned locations within the Commonwealth for compensation.

15. Respondent charged a fee of no less than one thousand five hundred twenty-two dollars and seventy cents (\$1,522.70) for the aforementioned transportation of household goods. See attached I&E Exhibit 2.

16. Respondent does not possess, nor has it ever been issued, a certificate of public convenience, permit, or license by the Commission authorizing such transportation of household property between points within the Commonwealth.

III. VIOLATIONS

COUNT 1

17. All allegations in Paragraphs 1 through 16 are incorporated as if fully set forth herein.

18. Section 3310(b) of the Public Utility Code states that any person or corporation that operates as a common carrier or contract carrier by motor vehicle (as defined in 66 Pa.C.S. §§ 102 and 2501(b)) without a certificate of public convenience, permit, or license issued by the Commission authorizing such service performed, in violation of Section 3310(a), 66 Pa.C.S. § 3310(a), “*shall* be ordered to pay an administrative penalty as prescribed in subsection (c).” 66 Pa.C.S. § 3310(b) (emphasis added).

19. Respondent violated Section 3310(a) and (b) of the Public Utility Code, 66 Pa.C.S. §§ 3310(a)-(b), by operating as a common carrier and/or contract carrier by motor vehicle without a certificate of public convenience, permit, or license issued by the Commission when it agreed to transport the household goods between points within the Commonwealth for compensation.

20. Section 3310(c) of the Public Utility Code requires that “[t]he 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.” 66 Pa.C.S. § 3310(c) (emphasis added).

As such, I&E's requested administrative penalty is \$5,000 for this violation, as this is Respondent's first violation under Section 3310 of the Public Utility Code, 66 Pa.C.S. § 3310, which was amended and made effective on February 20, 2018.

WHEREFORE, for all the foregoing reasons, the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission respectfully requests that the Commission find the Respondent in violation of the only count as set forth herein, and that Respondent be assessed the statutorily mandated administrative penalty of Five Thousand Dollars (\$5,000). Should the Respondent fail to pay the statutorily mandated administrative penalty of Five Thousand Dollars (\$5,000) upon Order of the Commission, the Bureau of Investigation and Enforcement requests that this matter be referred to the Pennsylvania Office of Attorney General for appropriate action.

Respectfully submitted,



Colby B. Widdowson
Prosecutor
PA Attorney ID No. 326185

Michael L. Swindler
Deputy Chief Prosecutor
PA Attorney ID No. 43319

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

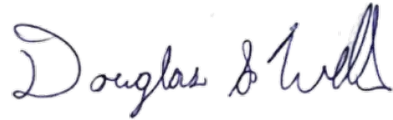
Date: November 21, 2023

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2023-
	:	
The People's Champ Moving & Delivery	:	
Service, LLC,	:	
Respondent,	:	

VERIFICATION

I, Douglas S. Wells, Motor Carrier Enforcement Officer, 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 a 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.



Douglas S. Wells
Motor Carrier Enforcement Officer
Bureau of Investigation and Enforcement

Date: 11/13/2023

I&E Exhibit 1

COMBINED UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL
Non Negotiable (to be issued to shipper at time goods are received by carrier)

(FOR HOURLY SHIPMENTS)

Carrier **THE PEOPLE'S CHAMP MOVING & DELIVERY SERVICE**

Address **139 THROCKMORTON ST., UNIT #2**

NO. **EL1040 AP**

City **FREEHOLD** State **NJ** Phone **732-612-0060**

Shipper No. **C 2160743**

Received pursuant to Order for Service (if any) and subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this bill of Lading

Issued at **12/20/23** Date **09/21/23**

Consigned to **2020 N J STREET #301**

From Address **642 WALL ST**

Address **2020 N J STREET #301**

City **NEW YORK** STATE **NY** ZIP **10020**

City **NEW YORK** STATE **NY** ZIP **10021**

The property described below (contents and conditions of contents of packages unknown) consigned and described as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to destination indicated above. If within the scope of its lawful operations, otherwise to deliver to another carrier to deliver to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of route to destination, and to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

Special Services Authorized By Shipper

- Use of Auxiliary Service at Origin Destination
- Other (Explain) _____

Signature of Shipper or His Agent

THE CARRIER ASSUMES NO LIABILITY WHATSOEVER FOR ARTICLES OF EXTRA-ORDINARY VALUE AS DEFINED IN ITS TERMS AND CONDITIONS ON THE REVERSE UNLESS SPECIFICALLY LISTED AND DECLARED BELOW

DESCRIPTION	DECLARED VALUE
Religious Value	

ITEMS	CONTAINERS		CHARGES
	QUANT	RATE	
BARREL dish-pack drum, et cetera			
CARTONS Less Than 3 cubic feet			
1 1/2 cubic feet			
3 cubic feet			
4 1/2 cubic feet			
6 cubic feet			
8 1/2 cubic feet			
Wardrobe Carton, Not less than 10 cu. ft.			
Mattress Carton, Cnb			
Mattress Carton (Not exceeding 39" x 75")			
Mattress Carton (Not exceeding 54" x 76")			
Mattress Carton (Exceeding 54" x 75")			
Mattress Cover (plastic or paper)			
CRATES AND CONTAINERS			
Gross measurement of crate or container			
Total Container Charges			

ADDITIONAL SERVICES PERFORMED

Sec	RATE
Binding Estimate	1075.00
Not To Exceed Estimate	
Valuation Charge	10.00

HOURLY TRANSPORTATION

Shipper to insert time loading started & unloading completed, and time taken for lunch (if any)

Time Started	Completed
Less Lunch (if any)	
Reg Time Van & Men	Hours
Overtime Van & Men	Hours

All advance or lawful charges must be paid in cash, certified check, traveler's check or cashier's check (one drawn by a bank on itself and signed by an officer of the bank) upon completion of all services unless otherwise indicated by the carrier.

PRE-PAID CHARGE

STORAGE FEE	
FUEL & MILEAGE	1100.00
PROMO	
DEPOSIT	1322.50
TOTAL	2522.50

Shipments moving on hourly basis, the shipper expressly releases their shipment as evidenced by their signature and declaration on the attached bill of lading to Uniform Household Goods Bill of Lading. Such document shall become a permanent part of the bill of lading covering the movement as identified.

Received September 21st 2023 subject to term and conditions, and shipper's declaration

The described shipment was received in good condition except as noted

Received September 21st 2023

Signature *[Handwritten Signature]*



THE PEOPLE'S CHAMP
Moving & Delivery Service
Freehold, NJ 07728
(732) 612-0060
www.thepeopleschampmds.com

**ADDENDUM TO UNIFORM HOUSEHOLD GOODS BILL OF LADING
SHIPPER DECLARATION OF VALUE**

IMPORTANT: There are two (2) options available to cover loss and/or damages:

OPTION 1: Released Value Protection: This option provides for reimbursement for loss or damage at a rate of \$0.60 per pound per article. This option is included in the Transportation and there is no additional CHARGE. Carrier shall have option of repairing and/or restoration to the original condition.

OPTION 2: Full Value Protection: This option provides coverage based on current replacement value at the time of loss or damage, up to the dollar amount of valuation declared by you (See Note). The cost is based on the actual value of the goods, and the Deductible, if any, declared by you. Carrier shall have option of repairing and/or restoration to the original condition.

**** DECLARATION ****

Prior to the move the shipper must select one of the options listed below. If shipper refuses to select one of these options, the carrier will not be required to perform the move.

Shipper hereby releases the entire shipment to a value not exceeding _____

Option 1 - (RELEASED VALUE) - \$0.60 per pound per article (based solely upon the weight of the lost or damaged article(s)) at no additional charge.

Option 2(a) - (REPLACEMENT VALUE) - (See Note)
\$ _____ with no deductible at a charge of \$13.00 per thousand (\$1,000) of declared value. This would result in an additional charge of \$ _____

Option 2(b) - (REPLACEMENT VALUE) - (See Note)
\$ 3000 with a \$300.00 deductible at a charge of \$4.25 per thousand (\$1,000) of declared value. This would result in an additional charge of \$ 3000

NOTE: Must be an amount equal to or exceeding \$5,000 per room excluding halls, attics, garage, closets, and baths. A self storage unit of 10 x 10 will constitute a room.

This document shall be completed and signed **PRIOR TO MOVE** and made a permanent part of the Bill of Lading.

If carrier fails to require shipper to choose one of the above Liability Options, the shipper will be considered to have chosen 2(a) (Replacement Value, no deductible) at no charge to the shipper.

BILL OF LADING/ORDER NO. F7164CAP DATE: 08 21 2003

NAME OF SHIPPER Tree Hills

HOURLY RATED MOVE WEIGHT & DISTANCE MOVE

CARRIER REPRESENTATIVE [Signature]

Signature

I&E Exhibit 2

THE PEOPLES CHAMP MOVING DELIVERY

Freehold NJ 07728
 www.ThePeoplesChampmds.net
 info@ThePeoplesChampmds.com
 (800-715-5496 Main
 732-377-6103 Fax



INVOICE TO: Jae Mills
 2672927581
 329mystic@gmail.com

INVOICE # 183
 INVOICE DATE: 09/21/2023
 PAYMENT DUE: 09/21/2023
 ORDER ID: E1IG4CAP

AMOUNT DUE: \$152.70

PAYMENT DUE

ITEM	DESCRIPTION	RATE	QTY	AMOUNT
FLAT RATE PRICE		\$975.00	1	\$975.00
TRAVEL SURCHARGE	Fuel & Mileage	\$175.00	1	\$175.00
RELEASED VALUE	Valuation - 60 Cents Per Pound Per Article	\$0.00	1	\$0.00
LONG CARRY CHARGE	Long Distance Carry from truck to door way/ ap	\$50.00	1	\$50.00
PACKING CHARGE	Miscellaneous items, excessive small items/	\$200.00	1	\$200.00
FLIGHT CHARGE	Stair Carry- Double Flights	\$90.00	1	\$90.00
SUPPLY PRICE		\$32.70	1	\$32.70
TOTAL				\$1,522.70
AMOUNT PAID				-\$1,370.00
AMOUNT DUE				\$152.70

AMOUNT PAID: \$1,370.00

ID	PAYMENT DATE	PAYMENT METHOD	NOTES	AMOUNT
1	09/15/2023	Cash		\$320.00
2	09/21/2023	Cash		\$500.00
3	09/22/2023	Cash		\$550.00
4	00/00/0000	Not Assigned		\$0.00

TERMS:

INVOICE TERMS-1

All invoices are due upon receipt, unless an alternative payment method has been arranged and approved.

We do appreciate your business and your time!

Best Regards,

The People's CHAMP Moving & Delivery Service.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2023-
	:	
The People's Champ Moving & Delivery	:	
Service, LLC,	:	
Respondent	:	


CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **Formal Complaint**, dated November 21, 2023 upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Service via Certified Mail, Return Receipt Requested

The People's Champ Moving & Delivery Service LLC
Attn: Joshua Mitchell
139 Throckmorton Street, #2
Freehold, NJ 07728

The People's Champ Moving & Delivery Service LLC
Attn: Joshua Mitchell
35 Lockwood Avenue
Freehold, NJ 07728



Colby B. Widdowson
Prosecutor
Bureau of Investigation & Enforcement
PA Attorney ID No. 326185
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