

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jody Madala	:	
	:	
v.	:	C-2024-3051987
	:	
Miracle Movers of Pittsburgh LLC	:	

**INITIAL DECISION**

Before  
Mark A. Hoyer  
Deputy Chief Administrative Law Judge

**INTRODUCTION**

This decision sustains the complaint of a consumer whose furniture was damaged by a moving company. A civil penalty is assessed for the company’s failure to provide reasonable service both in the manner in which it failed to transport the consumer’s possessions, as agreed, without damage, and because it failed to offer reasonable customer service in response to her complaints.

**HISTORY OF THE PROCEEDING**

Jody Madala (Complainant) filed a formal complaint on November 4, 2024, against Miracle Movers of Pittsburgh LLC (Miracle Movers), which alleged that during a recent move, the move was not accomplished in the time frame agreed to, many of her possessions were damaged, and, after damaged possessions were determined to be beyond repair or restoration, Miracle Movers did not answer calls or respond to

Complainant's requests and telephone calls seeking payment for certain damaged items. As relief, she asked the Commission to direct Miracle Movers to pay for the irreparable damages it allegedly caused to her chair and five lamp shades. Miracle Movers did not file an answer or other responsive pleading.

This matter was assigned originally to Administrative Law Judge (ALJ) Conrad A. Johnson. On December 23, 2024, an Initial Call-In Telephone Hearing Notice was served on the parties scheduling a telephonic hearing on February 4, 2025, at 10:00 a.m. ALJ Johnson issued a Prehearing Order for Telephone Hearing on December 23, 2024, which set forth procedural instructions related to the conduct of hearings, including the presentation of documents, burden of proof, and how to request subpoenas for the attendance of witnesses. The Prehearing Order also explained the rules for representation in Commission hearings.

The hearing convened as scheduled with ALJ Johnson presiding. Complainant represented herself. No representative appeared on behalf of Miracle Movers. ALJ Johnson explained to Complainant that the Commission has no jurisdiction to award monetary damages. Complainant testified on her own behalf and offered Complainant Exhibit 1 and Complainant Exhibit 2 which were admitted into evidence. Transcript (Tr.) pp. 12-17.

On February 20, 2025, the transcript was filed with the Commission's Secretary, but Complainant Exhibit 1 and Complainant Exhibit 2 were not filed with the transcript.

On March 3, 2025, a Judge Change-Assignment Notice was issued reassigning this case to me.

On September 11, 2025, Complainant Exhibit 1 and Complainant Exhibit 2 were filed with the Commission's Secretary.

The hearing generated a transcript of 21 pages. The record consists of the hearing transcript and Complainant's exhibits. By order dated September 12, 2025, the record was closed.

### FINDINGS OF FACT

1. Complainant is Jody Madala. She currently resides at 4000 Kiley Lane, Baden, Pennsylvania. (Tr. 4, 7).
2. Complainant moved to that address in June 2024 from the Shadyside area of Pittsburgh, Pennsylvania. (Tr. 7).
3. Complainant engaged Miracle Movers to move her furniture and personal belongings from her prior residence to Baden, Pennsylvania. (Tr. 7-8).
4. Miracle Movers estimated it would complete Complainant's move to Baden in one day, on June 20, 2024, but the move took almost two full days. (Tr. 8).
5. During the course of the move, several pieces of furniture were damaged including an ergonomic desk chair and five lamp shades. (Tr. 8-9; Complainant's Exhibit 2).
6. Miracle Movers informed Complainant that all of the repairs to the damaged furniture would be taken care of by Miracle Movers. (Tr. 8).

7. Angie from A.M. Mills Company came to Complainant's home in Baden and repaired some of the damaged items and reported back to Miracle Movers that certain specific items could not be repaired. (Tr. 8-9).

8. Complainant has contacted Miracle Movers on several occasions to resolve her complaint. Miracle Movers did not respond to her telephone calls. (Tr. 9).

### DISCUSSION

In this matter, the Complainant is the party seeking affirmative relief from the Commission; therefore, she has the burden of proof.<sup>1</sup> This means that in order to prevail, she must establish each fact which supports her claims by a preponderance of the evidence and must show that Miracle Movers has violated the Public Utility Code or Commission regulations.<sup>2</sup>

Section 701 of the Public Utility Code (Code), provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission.<sup>3</sup> The facts alleged in Complainant's complaint, if proven true, could constitute unreasonable service in violation of the Public Utility Code or Commission regulations. I find that the Complainant's testimony is credible and convincing and conclude that Miracle Movers violated Section 1501 of the Public Utility Code.<sup>4</sup>

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<sup>1</sup> 66 Pa.C.S. § 332(a).

<sup>2</sup> *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. P.U.C. 300 (1976).

<sup>3</sup> 66 Pa.C.S. § 701.

<sup>4</sup> 66 Pa.C.S. § 1501.

Miracle Movers, like all Commission-regulated public utilities, is mandated to provide reasonable customer service:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.<sup>[5]</sup>

The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 unless it finds that a utility has violated a duty to render reasonable and reliable service.<sup>6</sup> The Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service, nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.<sup>[7]</sup>

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<sup>5</sup> 66 Pa.C.S. § 1501. *See also Keating v. Genco Enterprises LLC d/b/a Town and Country Moving and Storage*, Docket No. C-2012-2287152 (Initial Decision dated Aug. 2, 2012, Final Order entered Nov. 8, 2012).

<sup>6</sup> *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947, 949 (Pa. Cmwlth. 1984).

<sup>7</sup> *Re Metropolitan Edison Co.*, 80 Pa. P.U.C. 663, 672 (1993).

Thus, the test to determine the adequacy of a utility's service is that of reasonableness.<sup>8</sup> This is also the test to determine the adequacy of a utility's response to customer service complaints.<sup>9</sup>

Complainant testified that Miracle Movers not only damaged her belongings and furniture but was also unresponsive to her complaint in attempting to resolve the matter. These are serious allegations. While mistakes may happen, it is unacceptable for any public utility to refuse to communicate with a customer and attempt to rectify the shortcomings in the services rendered. Complainant's testimony was credible and convincing concerning the scope of the damage done to her belongings by Miracle Movers. She was also credible that her attempts to contact Miracle Movers to seek restitution for the damaged belongings went unanswered. Such behavior is unacceptable for any public utility and its representatives.

Therefore, I find that Miracle Movers violated Section 1501 of the Public Utility Code. Miracle Movers not only provided unreasonable service by breaking and damaging items that it was hired to transport, it also provided unreasonable service by failing to adequately respond to Complainant's complaints. This decision will be served on the Commission's Bureau of Investigation and Enforcement (BIE) for any further enforcement action which BIE finds appropriate.

Having concluded that Miracle Movers violated Section 1501 of the Public Utility Code, I also find that it is appropriate to assess a civil penalty. Section 3301 of the Public Utility Code provides that if any regulated entity fails to comply with any Commission regulation, order or statute, it shall forfeit and pay to the Commonwealth a

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<sup>8</sup> *Scherich v. Verizon Pa. Inc.*, Docket No. C-2008-2061244 (Final Order entered Jan. 28, 2010).

<sup>9</sup> *Id.*

sum not exceeding \$1,000.00 per day of violation.<sup>10</sup> To implement this section, the Commission has adopted certain standards that must be applied when imposing a civil penalty for violations of Commission directives and regulations.<sup>11</sup> Section 69.1201(a) of the Commission's regulations states:

The Commission will consider specific factors and standards in evaluating litigated cases involving violations of 66 Pa.C.S. (relating to the Public Utility Code) and this title. These factors and standards will be utilized by the Commission in determining if a fine for violating a Commission order, regulation or statute is appropriate.<sup>[12]</sup>

These factors and standards to be considered are enumerated in subsection (c):

(1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing, or technical errors, it may warrant a lower penalty.

(2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.

(3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.

(4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at

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<sup>10</sup> 66 Pa.C.S. § 3301.

<sup>11</sup> See 52 Pa.Code § 69.1201; see also, *Rosi v. Bell Atlantic-Pa., Inc. and Sprint Comms. Co.*, Docket No. C-00992409 (Order entered Feb. 10, 2000) (*Rosi*).

<sup>12</sup> 52 Pa. Code § 69.1201(a).

issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.

(5) The number of customers affected and the duration of the violation.

(6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.

(7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations or attempts to interfere with Commission investigations may result in a higher penalty.

(8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.

(9) Past Commission decisions in similar situations.

(10) Other relevant factors.<sup>[13]</sup>

First, the significant amount of damage to the Complainant's belongings is a serious violation. Since the conduct of Miracle Movers involved irreparable property damage, the violation merits a higher penalty.<sup>14</sup>

Next, at the very least, the conduct of Miracle Movers was negligent. It is expected that a company which is in the business of transporting furniture and personal

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<sup>13</sup> 52 Pa.Code § 69.1201(c).

<sup>14</sup> 52 Pa.Code § 69.1201(c)(1) and (2).

possessions should be able to do so without causing such significant damage.<sup>15</sup> It is also abundantly clear that Miracle Movers made no effort to rectify its behavior or do anything to repair the damage caused by its employees.<sup>16</sup> Miracle Movers made no effort to return Complainant's phone calls or respond to her complaint in any way. These factors also merit a higher penalty.

This violation only relates to a single complainant. However, as explained above, this decision will be served upon BIE, which may choose to review the compliance history of this utility or undertake an investigation to determine if other customers have been affected.<sup>17</sup> This record has no evidence of any other action taken by the Commission.<sup>18</sup>

A civil penalty of a sufficient amount to deter future violations is the most significant factor in my consideration of an appropriate penalty in this case. The serious nature of the violation must be impressed upon Miracle Movers in order to incentivize appropriate improvements to its operation, including the training of its employees who transport household goods and also those who handle customer service complaints.<sup>19</sup>

Considering all of these factors, a civil penalty in the total amount of \$1,000 is appropriate. This penalty includes a \$500 penalty for failing to render reasonable service by damaging Complainant's belongings. An additional \$500 penalty is assessed for failing to render reasonable service due to the poor customer service response to her complaint.

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<sup>15</sup> 52 Pa.Code § 69.1201(c)(3).

<sup>16</sup> 52 Pa.Code § 69.1201(c)(4).

<sup>17</sup> 52 Pa.Code § 69.1201(c)(5) and (6).

<sup>18</sup> 52 Pa.Code § 69.1201(c)(7).

<sup>19</sup> 52 Pa.Code § 69.1201(c)(8).

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this dispute. 66 Pa.C.S. § 701.
2. Complainant bears the burden of proof. 66 Pa.C.S. § 332.
3. All public utilities, including motor carriers, have a duty to render adequate and reasonable service. 66 Pa.C.S. § 1501.
4. Miracle Movers violated the Public Utility Code when it caused significant damage to the property of a customer. 66 Pa.C.S. § 1501.
5. Miracle Movers violated the Public Utility Code by failing to respond to a customer's complaint. 66 Pa.C.S. § 1501.
6. The assessment of a civil penalty is appropriate. 66 Pa.C.S. § 3301.

## ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Jody Madala in Jody Madala v. Miracle Movers of Pittsburgh LLC at Docket No. C-2024-3051987 is sustained.

2. That Miracle Movers of Pittsburgh LLC shall pay a total civil penalty in the amount of \$1,000 for the violations of the Public Utility Code by certified check or money order, within twenty (20) days after service of the Commission's final Order, payable to "the Commonwealth of Pennsylvania" and forwarded to:

Matthew Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

3. That if payment totaling \$1,000 pursuant to Ordering Paragraph No. 2 above is not received by the Commission within twenty (20) days of the entry date of the Commission's final Order in this proceeding, the Commission's Bureau of Administrative Services, Financial and Assessment Section, shall refer this matter to the Pennsylvania Office of Attorney General for appropriate action including collection of the payment.

4. That a copy of this Initial Decision shall be served on the Commission's Bureau of Administrative Services, Financial and Assessment Chief, for monitoring of compliance.

5. That Miracle Movers of Pittsburgh LLC shall cease and desist from further violations of the Public Utility Commission's regulations.

6. That the Secretary's Bureau shall serve a copy of this decision upon the Bureau of Investigation and Enforcement for any action it deems appropriate.

