

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Daniel Hooven	:	
	:	
v.	:	C-2025-3056319
	:	
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 or lost, and whose new home 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 pack, store, transport and move the consumer’s possessions, as agreed, without damage or loss, and because it failed to offer reasonable customer service in response to his complaints following the move.

HISTORY OF THE PROCEEDING

Daniel Hooven (Complainant) filed a formal complaint on July 16, 2025, against Miracle Movers of Pittsburgh LLC (Miracle Movers), which alleged that Complainant had a reliability, safety or quality problem with his utility service. Specifically, Complainant averred the following:

Miracle Movers of Pittsburgh LLC now has several unpaid court judgements against them in Allegheny and Butler county [sic.] for negligence, breach of contract and unfair consumer trade practices. The Managing Partner, Andrew Zeffiro, has documented threats, outbursts, threats and unhinged behavior towards customers, such as myself, seeking remediation and our legal rights, judgements and claims. Managing Partner. Andrew and Miracle Movers of Pittsburgh LLC are also engaged in the use of unregistered rental trucks and third-party storage facilities without the consent of customers, despite advertising private vehicles and storage.

Complaint ¶ 4.

As relief, Complainant requested as follows:

I would like to PUC to investigate the used [sic.]of unregistered public rental trucks, the use of third-party storage and require Miracle Movers of Pittsburgh LLC and Andrew Zeffiro to disclose both facts. The company is also not providing Consumer Rights prior to moves or insurance information, both are Federally regulated requirements.

Complaint ¶ 5.

Miracle Movers did not file an answer or other responsive pleading.

On August 28, 2025, an Initial Telephonic Hearing Notice was served on the parties scheduling a telephonic hearing on October 22, 2025, at 10:00 a.m. The undersigned issued a Prehearing Order for Telephone Hearing on August 28, 2025, 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. Max Petrunya, Esquire, represented Complainant and presented Complainant as a witness. No representative appeared on behalf of Miracle Movers. Counsel for Complainant offered Exhibit 1 – Exhibit 9. All nine of Complainant’s exhibits were admitted into evidence. Transcript (Tr.) at 41.

The hearing generated a transcript of 49 pages. The record consists of the hearing transcript and Complainant’s exhibits. By order dated November 13, 2025, the record was closed.

FINDINGS OF FACT

1. Complainant is Daniel Hooven. He currently resides at 3008 Greenview Lane, Mars, Pennsylvania. (Tr. 8)
2. Complainant moved to that address in November 2024 from 1415 Towne Square Drive, Allison Park, Pennsylvania. (Tr. 20)
3. Complainant engaged Miracle Movers to move his furniture and personal belongings from his prior residence to his current address. (Tr. 11)
4. Miracle Movers estimated it would complete Complainant’s move to Mars in one day, on November 14, 2024, but the move took two days, November 14-15, 2024. (Tr. 11, 20; Exhibit 4)
5. Complainant’s estimate for moving service was \$4,417.30 but after the move he was billed \$5,397.46 by Miracle Movers. (Tr. 19-20; Exhibit 4)

6. During the course of the move, several pieces of furniture were damaged, some beyond repair, and some items were lost by Miracle Movers. (Tr. 11-12; Exhibit 2)

7. Miracles Movers caused extensive damage to the flooring, doors, doorways and walls in Complainant's brand-new home. (Tr. 12, 25-26; Exhibit 2)

8. Miracle Movers used cardboard boxes on the floors instead of runners as agreed. (Tr. 25; Exhibit 2).

9. Miracle Movers did not remove handrails or doors before ramming furniture through doorways and caused significant damage in the process. (Tr. 25-26; Exhibit 2)

10. Miracle Movers informed Complainant that the moving truck was full and the movers moved Complainant's recliner in the back of a pickup truck and some of his personal belongings in someone's personal vehicle. (Tr. 24)

11. Miracle Movers did not use padding or bags to protect furniture and belongings when moving Complainant's furniture and, as a result, all of Complainant's bedding sustained severe weather damage. (Tr. 23-25; Exhibit 2).

12. Miracle Movers had stored Complainant's personal belongings and furniture at Guardian Storage in Bethel Park instead of in Miracle Movers' private storage. (Tr. 23-24)

13. Complainant informed Miracle Movers and Andrew Zeffiro of the damage that occurred and other issues with the move and asked how he could make an insurance claim for the damage. (Tr. 12-14)

14. Miracle Movers sent an estimator, Benjamin Lamp, to the Complainant's home to view the damage to furniture, belongings and the home itself. (Tr. 27-28)

15. Complainant requested that Miracle Movers submit a claim to its insurance carrier for the damage, but Miracle Movers did not do so. Miracle Movers never responded to any of the information Complainant sent over. (Tr. 28-31; Exhibit 3)

16. In May 2025, Complainant submitted an insurance claim to Vanliner Insurance and that claim was subsequently denied. (Tr. 28-31; Exhibit 3)

17. Miracle Movers failed to complete Vanliner's Proper Condition Inventory-Moving and Storage form. (Tr. 32; Exhibit 4)

18. Complainant filed a complaint in the Court of Common Pleas of Allegheny County, Pennsylvania at AR-25-600 and obtained a judgment against Miracle Movers for the damage in the amount of \$27,657.70. (Tr. 32; Exhibit 5)

19. Miracle Movers did not file a responsive pleading, was not represented by counsel at the hearing and failed to appear at the hearing.

DISCUSSION

In this matter, the Complainant is the party seeking affirmative relief from the Commission; therefore, he has the burden of proof.¹ This means that in order to prevail, he must establish each fact which supports his claims by a preponderance of the

¹ 66 Pa.C.S. § 332(a).

evidence, and must show that Miracle Movers has violated the Public Utility Code or Commission regulations.²

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.³ The facts alleged in Complainant's complaint, if proven true, could constitute unreasonable service in violation of the 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 Code.⁴

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.^[5]

² *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).

³ 66 Pa.C.S. § 701.

⁴ 66 Pa.C.S. § 1501.

⁵ 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).

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.⁶ 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.^[7]

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

Complainant testified that Miracle Movers damaged or lost belongings and furniture, damaged his new home, and was also unresponsive to his complaints 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 his belongings and his new home by Miracle Movers. He also testified credibly that his attempts to contact Miracle Movers to seek restitution for the damaged belongings and home were ignored. Such behavior is unacceptable for any public utility and its representatives.

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

⁷ *Re Metropolitan Edison Company*, 80 Pa. P.U.C. 663, 672 (1993).

⁸ *Scherich v. Verizon Pennsylvania Inc.*, Docket No. C-2008-2061244 (Final Order entered Jan. 28, 2010).

⁹ *Id.*

Therefore, I find that Miracle Movers violated Section 1501 of the Public Utility Code. Miracle Movers provided unreasonable service by damaging or losing items that it was hired to transport and by damaging Complainant's new home. Miracle Movers 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 sum not exceeding \$1,000.00 per day of violation.¹⁰ 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.¹¹ 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.^[12]

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

¹⁰ 66 Pa.C.S. § 3301.

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

¹² 52 Pa. Code § 69.1201(a).

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 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.^[13]

First, the significant amount of damage to the Complainant's belongings and new home is a serious violation. Since the conduct of Miracle Movers involved irreparable property damage, personal property loss and extensive damage to a brand-new home, the violation merits a higher penalty.¹⁴

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 possessions should be able to do so without causing such significant damage.¹⁵ 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.¹⁶ Miracle Movers made no effort to respond to Complainant in any way after initially sending an estimator to assess the damage. Complainant clearly communicated his wish that his damage complaint be forwarded by Miracle Movers to its insurance carrier and Miracle Movers failed to do so. 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.¹⁷

Miracles Movers was recently assessed a civil penalty for violations of Section 1501 and failing to provide reasonable service in the recent case of *Jody Madala*

¹³ 52 Pa. Code § 69.1201(c).

¹⁴ 52 Pa. Code § 69.1201(c)(1) and (2).

¹⁵ 52 Pa. Code § 69.1201(c)(3).

¹⁶ 52 Pa. Code § 69.1201(c)(4).

¹⁷ 52 Pa. Code § 69.1201(c)(5) and (6).

v. Miracle Movers of Pittsburgh LLC, Docket No. C-2024-3051987 (Final Order entered Jan. 5, 2026). These cases involve similar fact patterns where unreasonable service was provided with respect to the move. This is becoming a trend and is evidence that a higher civil penalty is necessary to deter future conduct.¹⁸

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.¹⁹

Considering all of these factors, a civil penalty in the total amount of \$2,000 is appropriate. This penalty includes a \$1,000 penalty for failing to render reasonable service by damaging Complainant's belongings, losing some items and extensively damaging Complainant's new home. An additional \$1,000 penalty is assessed for failing to render reasonable service due to the poor customer service response to his complaint.

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.

¹⁸ 52 Pa. Code § 69.1201(c)(7) and (8).

¹⁹ 52 Pa. Code § 69.1201(c)(8).

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, lost property and damaged a customer's new home during a move. 66 Pa.C.S. § 1501.

5. Miracle Movers violated the Public Utility Code by failing to respond to a customer's complaints. 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 Daniel Hooven in Daniel Hooven v. Miracle Movers of Pittsburgh LLC at Docket No. C-2025-3056319 is sustained.

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

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

3. That if payment totaling Two Thousand Dollars (\$2,000) pursuant to Ordering Paragraph No. 2 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 with Ordering Paragraph No. 2.

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.

7. That upon payment of the civil penalty, the Secretary's Bureau shall mark the docket closed.

Date: February 6, 2026

_____/s/
Mark A. Hoyer
Deputy Chief Administrative Law Judge