

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Drew Moves LLC t/a Drew Moves

Docket No. A-2025-3058207

PREHEARING CONFERENCE MEMORANDUM

Filed by: Daniel Hooven, Protestant

i. LIST OF ISSUES

- Whether Drew Moves LLC and Andrew Zeffiro meet the fitness requirements under 52 Pa. Code § 41.14.
- Whether the Applicant engaged in unlicensed advertising, solicitation, and transportation of household goods prior to obtaining PUC authority.
- Whether the Applicant misrepresented licensure, insurance status, and affiliation with Miracle Movers to consumers.
- Whether prior conduct, including civil judgments, regulatory violations, and consumer complaints, demonstrates lack of financial responsibility and managerial fitness.
- Whether the Applicant's actions present a risk to public safety and consumer protection.
- Whether the Applicant has demonstrated lack of candor and credibility before the Commission.

ii. LIST OF WITNESSES

Daniel Hooven (Protestant)

iii. PROPOSED AREAS OF TESTIMONY

- Daniel Hooven
 - Consumer harm, property damage, and lack of remediation
 - Harassment and post-incident conduct
 - Evidence of unlicensed operation, advertising, and solicitation
 - Diversion of business listings and consumer confusion
 - Prior interactions with Andrew Zeffiro and Miracle Movers
 - Documentation submitted in Protest and related filings
 - Estimated Time: 90–120 minutes

iv. PROPOSED PROCEDURAL / LITIGATION SCHEDULE

- Initial Disclosures: Within 14 days of Prehearing Conference

- Written Discovery: 30–45 days
- Pre-filed Testimony:
- Protestant: 60–75 days
- Applicant: 90–105 days
- Rebuttal Testimony: 120 days
- Evidentiary Hearing: Protestant is available for an in-person hearing in Pittsburgh, Pennsylvania at any time in June 2026 with reasonable notice

v. OTHER RELEVANT ISSUES

- The Pennsylvania Public Utility Commission has already denied the Applicant’s request for operating authority based on fitness concerns, specifically citing Andrew Zeffiro’s management of Miracle Movers, including:
 - Repeated assessment delinquency warnings and non-compliance requiring Commission intervention
 - Outstanding unpaid balances
 - Multiple consumer complaints, including open matters pending adjudication
 - Failure to properly file for abandonment of service, in violation of 66 Pa. C.S. § 1102 and 52 Pa. Code § 3.381
 - A demonstrated history of regulatory non-compliance and disregard for Commission responsibilities
 - The record further reflects a pattern of regulatory violations and court actions involving Miracle Movers and Andrew Zeffiro, including multiple guilty findings for operating/permit violations and unsafe equipment.
 - The Protestant will present evidence of PUC enforcement actions directly naming Andrew Zeffiro, including:
 - C-2020-3022120 — Closed (09/24/2020) - \$100 fine
 - C-2024-3051987 — Closed (11/04/2024) - \$1000 fine
 - C-2025-3056319 — Closed (07/16/2025) - \$2000 fine
- Evidence of unlicensed operation and solicitation prior to application, including advertising, website activity, and customer engagement without authority or insurance.
- Evidence of consumer deception, including diversion of the Miracle Movers business listing to Drew Moves LLC.
- Evidence of financial irresponsibility, including civil judgments and unresolved consumer damages.

- A reported 2021 safety incident, as relayed by Larry Hinnant (former executive and managing partner), in which an employee under Andrew Zeffiro's supervision allegedly pulled a firearm on a customer at a storage facility.
- Pending federal litigation involving Miracle Movers, including:
 - MIRACLE MOVERS OF PITTSBURGH LLC, Case No. 2:26-cv-00191
 - Hooven v. Miracle Movers, Inc., Case No. 2:26-cv-00542

Section VI – Civil Litigation History and Pattern of Conduct

Magisterial District Court Matters:

- MJ-10203-CV-0000124-2025 — Yina Chanin v. Miracle Movers — Default Judgment (\$6,299.06) (06/23/2025)
- MJ-14102-CV-0000048-2025 — Powell, Tiffany & Gerald v. Miracle Movers — Judgment for Plaintiff (\$12,207.25) (06/18/2025)
- MJ-27301-CV-0000188-2024 — Thomas, Leonard v. Miracle Movers — Judgment for Plaintiff (\$3,035.69) (02/19/2025)
- MJ-05212-CV-0000210-2024 — Emecheta, Emeka v. Miracle Movers — Judgment for Plaintiff (\$6,145.92) (01/21/2025)
- MJ-05217-NT-0000852-2024 — Comm. v. Zeffiro, Andrew Martin — Closed (11/12/2024)
- MJ-05217-NT-0000736-2024 — Comm. v. Zeffiro, Andrew — Closed (07/08/2024)
- MJ-05217-NT-0000735-2024 — Comm. v. Zeffiro, Andrew — Closed (07/08/2024)
- MJ-05214-CV-0000116-2024 — Zeffiro, Andrew, et al. v. Pool City, Inc. — Inactive (05/02/2024)
- MJ-50306-CV-0000145-2021 — Symanski, Christine & Gregg v. Miracle Movers, et al. — Closed (07/14/2021)
- MJ-10206-CV-0000046-2022 — Thomas, Richard, et al. v. Zeffiro, Andrew — Closed (05/03/2022)
- MJ-05310-CV-0000029-2021 — Linver, Sarah v. Miracle Movers — Closed (05/13/2021)
- MJ-05225-CV-0000107-2022 — Hieronimus, Linda v. Miracle Movers C/O Andrew Steffi — Closed (07/12/2022)
- MJ-05220-TR-0001278-2023 — Comm. v. Miracle Movers Inc. — Closed (07/26/2023)
- MJ-05220-TR-0000227-2021 — Comm. v. Miracle Movers — Closed (03/13/2021)
- MJ-05219-TR-0001029-2024 — Comm. v. Miracle Movers of Pittsburgh LLC — Closed (12/03/2024)

- MJ-05219-TR-0001028-2024 — Comm. v. Miracle Movers of Pittsburgh LLC — Closed (12/03/2024)
- MJ-05219-TR-0001027-2024 — Comm. v. Miracle Movers of Pittsburgh LLC — Closed (12/03/2024)
- MJ-05217-TR-0002916-2024 — Comm. v. Miracle Movers Inc. — Closed (11/15/2024)
- MJ-05217-TR-0002194-2021 — Comm. v. Miracle Movers of Pgh LLC — Closed (07/31/2021)

Court Matters (State, Arbitration, and Federal):

- Hooven v. Miracle Movers, Inc., No. 2:2026-cv-00542 (W.D. Pa.) — Pending
- Moore v. Miracle Movers of Pittsburgh LLC et al., No. 2:2025-cv-00745 (W.D. Pa.) — Pending
- Hooven v. Miracle Movers of Pittsburgh LLC — Default Judgment (\$27,657.70) (04/16/2025)
- Peluso v. Zeffiro — Filed (01/11/2022) — Settled
- Betcher v. Miracle Movers of Pittsburgh LLC — Filed (12/06/2021) — Settled and Discontinued
- Driscoll v. Miracle Movers of Pittsburgh LLC — Filed (07/06/2021) — Satisfaction

The repeated entry of judgments against Miracle Movers—including multiple recent judgments for plaintiffs and a significant default judgment—combined with the volume of civil filings across jurisdictions, demonstrates a sustained and escalating pattern of consumer harm and legal noncompliance. When viewed alongside federal litigation and regulatory complaints, this record reflects a persistent failure under Andrew Zeffiro’s leadership to resolve disputes, satisfy judgments, and operate in accordance with applicable legal and regulatory standards, including those enforced by the Pennsylvania Public Utility Commission.

Section VII – Management Conduct and Fitness Concerns

In November 2024, Andrew Zeffiro was administratively suspended for sixty (60) days following a physical altercation with an employee, resulting in a disorderly conduct matter. This incident, which reflects directly on management conduct and fitness, was subsequently corroborated and referenced in related federal litigation.

Please see attached documents for supporting evidence



COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA PUBLIC UTILITY COMMISSION

COMMONWEALTH KEYSTONE BUILDING

400 NORTH STREET

HARRISBURG, PENNSYLVANIA 17120

<http://www.puc.pa.gov>

November 26, 2025

A-8928382
A-2025-3058207

**DREW MOVES LLC
T/A DREW MOVES
183 HOLLOW HAVEN DR
PITTSBURGH PA 15236**

**RE: Application of Drew Moves, LLC, t/a Drew Moves, 183 HOLLOW HAVEN DR.,
Pittsburgh, Allegheny County, PA 15236. 412-720-0286**

To Whom It May Concern:

The purpose of this Letter is to advise you that your Application, Docket No. A-2025-3058207 has been **DENIED** by the Pennsylvania Public Utility Commission (Commission). The Commission has determined that a Certificate of Public Convenience **WILL NOT BE GRANTED** for the following reason(s):

On October 21, 2025, applicant submitted an application for additional operating rights. A full review of the application and the applicant's sole member's history with the Commission raises fitness concerns.

Previously, the applicant's sole member, Andrew Zeffiro was employed as the Managing Partner of Miracle Movers of Pittsburgh, LLC (hereinafter "Miracle Movers"), at Docket A-8922412. Of concern to the Commission is Mr. Zeffiro's management of Miracle Movers and his handling of the carrier's fiscal reporting and assessment compliance. In the fiscal years 2021, 2022, and 2024, while under the managerial responsibility of Mr. Zeffiro, the applicant was repeatedly issued assessment warnings and delinquency notifications by the Commission in attempts to collect unreported or unpaid assessments. Although the assessments appear to have been paid, excepting for an outstanding balance for 2024, it was not done without Commission intervention. On March 4, 2024, that the Commission was notified that Mr. Zeffiro would be no-longer serving in the role of Assessment contact for Miracle Movers.

During Mr. Zeffiro's tenure with Miracle Movers the carrier received complaints at Docket C-2020-3022120, which was resolved in the complainant's favor, and at Dockets C-2024-3051987 and C-2025-3056319, which remain open with the Commission and are awaiting final adjudication. Additionally, on September 8, 2025, Enforcement Officer Zalar reported that Mr. Zeffiro provided information to him that Miracle Movers had permanently ceased operations. This admission by Mr. Zeffiro was made during an investigation into 66 Pa.C.S. § 1303 violations, at BP83051728, which were administratively dismissed due to the carrier's closure.

Despite Miracle Mover's obligation to do so, neither it nor its management has yet filed an application for abandonment with the Commission. The failure to do so represents a violation of 66

Pa. C.S. § 1102(a)(2), which addresses the abandonment or discontinuance of service, and 52 Pa. Code § 3.381(a)(1)(v). These statutes require a carrier to obtain approval from the Commission prior to ceasing operations.

In the present application, Mr. Zeffiro has presented his experience as the Operations Manager/Managing Partner of Miracle Movers from 2018-2025 to establish his fitness to operate and to demonstrate his experience and knowledge in the Household Goods industry. Unfortunately, a full review of Mr. Zeffiro's history while managing said carrier illustrates a lack of compliance and a history of complaints which represents a disregard for the Commission's regulations and of his responsibilities as a manager/service provider.

For these reasons the application is DISMISSED and DENIED

APPEAL RIGHTS

ALL Parties to proceedings pending before the Commission must open and use an e-filing account through the Commission's website, OR you may submit your filing by overnight delivery. If a filing contains confidential or proprietary material, the filing is required to be submitted by overnight delivery.

If you disagree with this determination, you may send a Petition for Reconsideration of Staff Action to: Secretary, Pennsylvania Public Utility Commission, 400 North Street, Harrisburg, PA 17120. Such a Petition is a written statement asking the Commission to change its determination.

The Petition must be filed with the Commission within twenty (20) days of the date of this letter. If no timely request for reconsideration is made, this action will be deemed to be the final action of the Commission.

The Petition MUST include: (1) a written statement (divided into numbered paragraphs) outlining the reasons for the request, (2) the case docket number(s) (they are provided for you at the top right hand corner of this letter), (3) the name of the person on whose behalf the petition is made, (4) copies of relevant documentation, and (5) a verification with original signature. See 52 Pa. Code §§-1.31 and 5.44.

Below is a sample Verification:

VERIFICATION

I, (YOUR NAME GOES HERE), hereby state that the facts above set forth are true and correct (or 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).

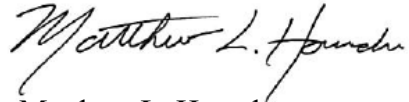
(Applicant is not now engaged in intrastate transportation of property or passengers for compensation in this Commonwealth except as authorized by the Pennsylvania Public Utility Commission certificate or permit, and will not engage in the transportation for which approval is herein sought, unless and until the transportation is authorized by your Honorable Commission.)

(SIGN AND DATE)

CONCLUSION

If you believe that you have received this letter in error, please contact the Compliance Office of the Motor Carrier Services in the Bureau of Technical Utility Services at 717-787-3834 within ten (10) days of the date of this letter.

Sincerely,

A handwritten signature in black ink that reads "Matthew L. Homsher". The signature is written in a cursive style with a large, stylized initial "M".

Matthew L. Homsher
Secretary

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

ROBERT MOORE,)	
)	Civil Action No.
<i>Plaintiff,</i>)	
)	Filed Electronically
vs.)	
)	
MIRACLE MOVERS OF PITTSBURGH)	
LLC,)	
)	
<i>Defendant.</i>)	
)	
)	
)	

COMPLAINT IN CIVIL ACTION

Plaintiff, Robert Moore, by and through the undersigned counsel, files the following Complaint in Civil Action against Defendant, Miracle Movers of Pittsburgh, LLC, averring as follows:

THE PARTIES

1. Plaintiff, Robert Moore ("Plaintiff"), is an adult individual who resides in Pittsburgh, Pennsylvania.

2. Defendant, Miracle Movers of Pittsburgh LLC ("Defendant"), is a Pennsylvania limited liability company with a registered office at 2626 Strathmore Lane, Bethel Park, Pennsylvania 15102. Defendant's principal place of business is located at 3633 Poplar Avenue, Pittsburgh, Pennsylvania 15234. The Plaintiff reported to work on a regular basis at such location (the "Facility").

JURISDICTION AND VENUE

A. This Court Possesses Subject Matter Jurisdiction Pursuant to 28 U.S.C. § 1331 and Supplemental Jurisdiction Pursuant to 28 U.S.C. § 1367.

3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 ("Federal Question Jurisdiction") as Plaintiff is advancing claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.* ("Title VII"), and the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA") (Plaintiff's claims arising under Title VII and the FLSA are identified as the "Federal Law Claims").

4. Plaintiff is also advancing a claim under the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, *et seq.* (the "WPCL") (Plaintiff's claims arising under the WPCL are identified as the "State Law Claim").

5. This Court may exercise supplemental jurisdiction over the State Law Claim pursuant to 28 U.S.C. § 1367(a) as the Federal Law Claims and the State Law Claim share operative facts that support the corresponding causes of action within the Federal Law Claims and the State Law Claim.

6. Further, the operative facts between the Federal Law Claims and the State Law Claim mirror one another to such a degree that they form the "same case or controversy" under Article III § 2 of the United States Constitution which further supports this Court's exercise of supplemental jurisdiction over the State Law Claim.

B. The United States District Court for the Western District of Pennsylvania is the Appropriate Venue for this Matter Pursuant to 28 U.S.C. § 1391(b).

7. Venue is proper in the United States District Court for the Western District of Pennsylvania, Pittsburgh Division (hereinafter, the "Western District") as a substantial part of the events and omissions giving rise to the Federal Law Claims and State Law Claim occurred within this judicial district. Therefore, venue is proper pursuant to 28 U.S.C. § 1391(b).

8. Specifically, these events and omissions occurred within Allegheny County,

Pennsylvania, which is one of the counties encompassed by the Western District.

9. This matter is properly before the Pittsburgh Division of the Western District given the conduct complained of herein arose in Allegheny County, Pennsylvania, and conduct arising within Allegheny County is docketed within the Pittsburgh Division of the Western District pursuant to LCvR 3.

C. This Court May Exercise Personal Jurisdiction Over Defendant.

10. This Court may exercise personal jurisdiction over Defendant pursuant to 42 Pa. C.S. § 5301(a)(2), and this Court's exercise of jurisdiction comports with the Due Process Clause of the United States Constitution.

11. Personal jurisdiction is proper over a defendant if the defendant is a registered Pennsylvania entity and has thus "consented" to the exercise of general personal jurisdiction pursuant to 42 Pa. C.S. § 5301. *Aetna Inc. v. Kurtzman Carson Consultants, LLC*, No. 18-470, 2019 BL 114021, at *5 (E.D. Pa. Mar. 29, 2019) (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472 (1985); *Bane v. Netlink, Inc.*, 925 F.2d 637, 641 (3d Cir. 1991)).

12. 42 Pa. C.S. § 5301 states: "The existence of any of the following relationships between a person and this Commonwealth shall constitute a sufficient basis of jurisdiction to enable the tribunals of this Commonwealth to exercise general personal jurisdiction over such person." 42 Pa. C.S. § 5301(a). This definition is expanded to "corporations" pursuant to 42 Pa. C.S. § 5301(a)(2) which provides:

Corporations.—

- (i) Incorporation under or qualification as a foreign corporation under the laws of this Commonwealth.
- (ii) Consent, to the extent authorized by the consent.
- (iii) The carrying on of a continuous and systematic part of its general business within this Commonwealth.

42 Pa. C.S. § 5301(a).

13. As discussed above, Defendant has registered itself as a Pennsylvania limited liability company in the Commonwealth of Pennsylvania and thereby subjected itself to the general jurisdiction of Pennsylvania's tribunals; further, Defendant maintains the Facility in Pennsylvania and conducts continuous and systematic business operations within Pennsylvania. Accordingly, Defendant may properly be brought before this Court pursuant to 42 Pa. C.S. § 5301(a)(2).

D. Plaintiff Has Exhausted His Administrative Remedies; His Federal and State Law Claim are Properly Before This Court.

14. Plaintiff has satisfied all procedural and administrative prerequisites under 42 U.S.C. § 2000e-5 and may now proceed to bring this action before the Court. Specifically:

- a. On or about May 5, 2025, Plaintiff dually filed a charge of discrimination with the Equal Employment Opportunity Commission (the "EEOC") seeking redress for the Federal Law Claims at charge number 533-2025-02036 (the "EEOC Charge").
- b. Plaintiff filed the EEOC Charge pursuant to the work sharing agreement existing between the two agencies. See *Mandel v. M&Q Packaging Corp.*, 706 F.3d 157, 164 (3d Cir. 2013).
- c. On November 20, 2025, the EEOC issued the Notice of Right to Sue ("RTS Notice"), affording Plaintiff 90 days within which to timely file the Federal Law Claims and the State Law Claims.
- d. The instant Complaint is filed within the 90-day time period.

FACTUAL BACKGROUND

15. Plaintiff began his employment with Defendant in May 2024 in a hybrid position titled "General Sales Manager/Relocation Specialist" (the "Position").

16. In the Position, Plaintiff performed numerous office-related duties, including direct communication with clients selling Defendant's services, general office-related phone calls, and

the scheduling and assignments of movers.

17. As outlined more thoroughly below, Plaintiff's role required him to both administer Defendant's office and also sell Defendant's services.

18. Plaintiff worked full-time for Defendant and was paid salaried wages ranging between \$300 and \$700 per week and commission wages that ranged between 4% and 6% of the revenue generated.

Employment History and Training

19. On June 1, 2024, Plaintiff commenced his training for the sales component of his role alongside his colleague Benny (last name unknown) ("Benny") and under the supervision of General Manager Darnell (last name unknown) ("Darnell").

20. Shortly thereafter, Darnell quit without notice and created an immediate need for managerial work.

21. At this time, Defendant's Managing Partner Andrew Zeffiro ("Mr. Zeffiro") assigned Darnell's duties to Plaintiff and in light of the fact that Plaintiff was assuming a second job consisting of Darnell's managerial duties while also maintaining the sales work, Plaintiff would be paid a weekly salary of \$700 in addition to his commissions.

22. Through the remainder of June 2024, Plaintiff performed his duties both managerial and sales.

Wage Violations

23. At all times relevant herein, prior to his official start date, Mr. Zeffiro outlined a commission-based compensation structure to Plaintiff, stipulating that Plaintiff would not receive any commission during his first month but would receive a weekly salary of \$700.

24. Thereafter, Plaintiff's base salary would decrease incrementally—from \$500 per

week to \$300 per week—while his commission percentage was to increase in recompense.

25. Ultimately, Plaintiff was to receive 4% commission for office leads, including online advertisements, and 6% commission for sales-generated leads, which was when he found the jobs himself.

26. In performing his sales duties, Plaintiff became entitled to his sales commissions.

27. In July 2024, Plaintiff asked Mr. Zeffiro as to when his commissions would be paid. Mr. Zeffiro provided a vague unresponsive answer at this time.

28. In early August 2024, Mr. Zeffiro informed Plaintiff that an alleged fraudulent incident had resulted in the dismissal of the corporate accountant, which caused delays in commission disbursement.

29. Through August, September, and October 2024, Plaintiff was not paid his commissions (the "Outstanding Commissions"). Plaintiff reported the lack of payments to Mr. Zeffiro who would not substantively engage with Plaintiff or would assure him that the payments were forthcoming.

30. The Outstanding Commissions total approximately \$10,000.

31. In October 2024, Plaintiff notified Defendant, through Mr. Zeffiro, that Defendant was to begin allocating wages from his paystub for a child support obligation and that Defendant was to direct said funds to the court for payment.

32. Accordingly, in October 2024, Defendant began deducting wages from Plaintiff's paychecks for this obligation.

33. In November of 2024, Mr. Zeffiro was administratively suspended for 60 days following a physical altercation with a coworker. Defendant appointed Matt Miller ("Mr. Miller") to fulfill Mr. Zeffiro's responsibilities at this time.

34. At this time, Plaintiff approached Mr. Miller concerning the Outstanding Commissions. Mr. Miller indicated that the wages would be paid eventually as a lump sum and remarked to Plaintiff that no individual should occupy both a managerial role earning salaried wages and also a sales role earning commission-based wages.

35. Plaintiff outlined the development of circumstances that led to his hybrid role to which Mr. Miller then stated Plaintiff should be, "*boots on the ground*," meaning to spend less of Plaintiff's time in the office and more pursuing sales.

36. After this conversation, Plaintiff adhered to Mr. Miller's instruction and dedicated more of his time to his sales capacity and less to the administrative functions assigned to him.

37. From November of 2024 to January of 2025, Defendant began issuing paychecks to Plaintiff that would not clear.

38. While Defendant attempted to remedy said payments through alternative payment processors, such as Cash App and Venmo, it was clear Defendant was in a state of financial distress.

39. As of Plaintiff's termination, Plaintiff was not paid the Outstanding Commissions and these funds remain owed to present day.

40. Further, in January of 2025, Plaintiff discovered that Defendant had not transmitted the wages it withheld from Plaintiff's paychecks designated for Plaintiff's child support payments.

41. These child support funds that Defendant withheld but failed to transmit to the court total thousands of dollars.

Discriminatory Conduct and Hostile Work Environment

42. Plaintiff, is an African American man.

43. During his tenure with Defendant, Plaintiff was the only African American

individual employed in the "office" side of the company.

44. On November 5, 2024, one of Defendant's vendors, a mechanic who upon information and belief serviced Defendant's trucks, called Mr. Zeffiro while Plaintiff was seated nearby in Mr. Zeffiro's office.

45. Mr. Zeffiro engaged the mechanic in casual conversation and asked the mechanic the plans he had for the day.

46. In response, and in reference to the presidential election occurring that day, the mechanic remarked that he was, "*getting ready to go vote for that nigger.*"

47. Rather than immediately addressing or reprimanding the individual, Mr. Zeffiro merely responded with "woah" before removing the call from speakerphone mode.

48. Mr. Zeffiro then attempted to downplay the severity of the incident and the mechanic, discovering that other individuals were present on the call, requested that Mr. Zeffiro, "*tell those guys I'm not racist.*"

49. At no point in time did Mr. Zeffiro take any accountability for this conduct, outline a dedication to ensuring that Plaintiff or his colleagues were not subjected to racial slurs in the future, nor take accountability for subjecting Plaintiff to one of the most heinous slurs in contemporary society.

50. Mr. Zeffiro's conduct is not surprising as after the fact, other coworkers informed Plaintiff that Mr. Zeffiro used that same slur in the workplace and had later confronted him via text message regarding it.

51. Later, in November of 2024 and as discussed above, Mr. Miller was assigned to fulfill Mr. Zeffiro's duties.

52. During this tenure, Plaintiff observed a pattern of discriminatory job assignments,

wherein Defendant consistently allocated the more desirable and profitable work—in the form of route assignments—to other Caucasian employees.

53. Defendant's actions systematically excluded African American employees from receiving these desirable routes.

54. Plaintiff was specifically impacted by this practice and correspondingly had less work available to him.

Termination

55. In January 2025, Mr. Zeffiro returned to work from his administrative leave.

56. Shortly following this return, Plaintiff arrived at Defendant's office to retrieve a paycheck. When he arrived at the office, Mr. Zeffiro pulled Plaintiff aside and informed him that he was terminated.

57. Plaintiff inquired as to what the reasoning behind the termination was. Mr. Zeffiro's only response was that the decision was made by the corporate office.

58. In the days following his termination, Plaintiff received a letter from Defendant which stated that the reasoning for his termination included "insubordination" without elaboration.

59. Further, the letter indicated that Plaintiff's "closing rate" was at 12%.

60. Plaintiff was perplexed by this reasoning as he had only ever received one low closing rate in all the months he was employed—specifically this low rate was due to the cold weather and corresponding slow season.

61. Plaintiff's remaining closing rates ranged around 60% or higher and were routinely higher than his Caucasian peers.

62. The letter further cited "Rob's absence from daily office." In response, Plaintiff called Mr. Zeffiro and told him he was directed by Mr. Miller to come into the office less and

focus more on the sales aspect of his position.

63. Mr. Zeffiro's then stated that someone in Defendant's human resources department "mixed him up" with another "Rob."

64. Plaintiff then asked if he could have his job back in light of the clerical error, however, Mr. Zeffiro refused.

COUNT I
FAILURE TO PAY WAGES IN VIOLATION OF THE FLSA
29 U.S.C. § 201, et seq.

65. Plaintiff incorporates the allegations contained in the paragraphs above, as if fully set forth at length herein.

66. The FLSA mandates certain minimum rates of pay for time covered "employees" spend dedicated to workplace operations. 29 U.S.C. §§ 206, 207.

67. The FLSA establishes that employers must pay employees for all hours worked and prohibits employers from failing to compensate employees for work performed. 29 U.S.C. § 206.

68. The minimum pay mandates are incumbent upon "employers" who through the course of their business practices are "engaged in commerce." 29 U.S.C. §§ 203(d), (s)(1).

69. The FLSA defines the term "employer" expansively to include "any person acting directly or indirectly in the interest of an employer in relation to an employee." 29 U.S.C. § 203(d).

70. In interpreting this broad phrase, the United States Court of Appeals for the Third Circuit concluded that liability for violations of the FLSA clearly attaches to the corporate entity itself, here, Defendant. See *Thompson v. Real Estate Mortg. Network*, 748 F.3d 142, 153 (3d Cir. 2014).

71. The FLSA provides several exceptions to the wage payment requirements when an employee is deemed "exempt." 29 U.S.C. § 213.

72. Plaintiff's primary duties included direct communication with clients selling Defendant's services, general office-related phone calls, scheduling and assignments of movers, and performing managerial functions after Darnell's departure.

73. Plaintiff did not meet any requirements to be "exempt" from the FLSA's provisions.

74. As such, Defendant was required to compensate Plaintiff for all work performed, including all commission-based wages owed for sales generated.

A. Plaintiff was Denied Wages Owed Pursuant to 29 U.S.C. § 206.

75. At all times relevant hereto, Defendant was mandated to pay Plaintiff all wages owed for work performed, including both salaried wages and commission-based compensation. 29 U.S.C. § 206.

76. Instead, Defendant elected to withhold and fail to pay Plaintiff's earned commission wages, thereby depriving Plaintiff of the wages to which he was entitled.

77. As set forth above, Plaintiff was entitled to receive 4% commission for office leads, including online advertisements, and 6% commission for sales-generated leads which he found himself.

78. From August 2024 through October 2024, Plaintiff performed substantial sales work for Defendant and generated significant revenue through his sales efforts.

79. Despite Plaintiff's sales performance and entitlement to commission wages, Defendant failed to pay Plaintiff the commissions he had earned during this period (the "Outstanding Commissions").

80. Plaintiff made repeated inquiries to Mr. Zeffiro and Mr. Miller regarding the Outstanding Commissions, but Defendant refused to substantively engage with Plaintiff or merely assured him that payments were forthcoming.

81. The Outstanding Commissions total approximately \$10,000.

82. Additionally, from November 2024 through January 2025, Defendant issued multiple paychecks to Plaintiff for his salaried wages that failed to clear when Plaintiff attempted to deposit them.

83. While Defendant attempted to remedy some of these failed payments through alternative payment processors, such as Cash App and Venmo, Defendant failed to timely and properly compensate Plaintiff for his work.

84. Furthermore, beginning in October 2024, Defendant deducted wages from Plaintiff's paychecks designated for Plaintiff's child support obligations.

85. Defendant withheld thousands of dollars from Plaintiff's paychecks for these child support payments but failed to transmit these withheld funds to the court as required.

86. By withholding these funds from Plaintiff's paychecks without transmitting them to the proper authorities, Defendant effectively failed to pay Plaintiff the full wages to which he was entitled.

87. Plaintiff attempted to obtain his owed commission wages and properly issued paychecks, but Defendant consistently failed to meet its wage payment obligations.

88. At the time of Plaintiff's termination in January 2025, Plaintiff had not been paid the Outstanding Commissions and these funds remain owed to present day.

89. Thus, Plaintiff is owed approximately \$10,000 in Outstanding Commissions (the "Unpaid Wages") due to Defendant's failure to pay Plaintiff the wages he earned through his sales work for Defendant.

B. Plaintiff is Entitled to Liquidated Damages, Attorney Fees, and Costs.

90. 29 U.S.C. § 216(b) of the FLSA provides that when an employer violates 29 U.S.C. § 206, an employee may collect liquidated damages in an amount equal to the amount of wages that are due and owing and, additionally, an award of attorney's fees.

91. An award of liquidated damages pursuant to the FLSA is not penal in nature, but rather, is viewed as a compensatory remedy. *Martin v. Selker Bros.*, 949 F.2d 1286, 1299 (3d Cir. 1991) (citing *Overnight Motor Transp. Co. v. Missel*, 316 U.S. 572, 583-84 (1942)).

92. Indeed, the Supreme Court of the United States has opined on the compensatory nature of this remedy, describing it as compensation for the "workman's pay which might result in damages too obscure and difficult of proof for estimate other than by liquidated damages." *Schonewolf v. Waste Mgmt., Inc.*, No. 17-3745, 2018 BL 92619, at *5 (E.D. Pa. Mar. 19, 2018) (citing *Brooklyn Sav. Bank v. O'Neil*, 324 U.S. 697, 707-08 (1945)).

93. As a direct and proximate result of Defendant's conduct described hereinabove, Plaintiff has suffered tangible economic and pecuniary loss in forms including, but not limited to, the deprivation of the lawfully owed wages.

94. As the Defendant violated 29 U.S.C. § 206, it is liable to Plaintiff for liquidated damages (100% of the Unpaid Wages), as well as reasonable attorneys' fees, costs, and expenses pursuant to 29 U.S.C. § 216(b).

WHEREFORE, Plaintiff, Robert Moore, seeks a judgment against Defendant, Miracle Movers of Pittsburgh LLC, for willful noncompliance of the FLSA and seeks: (i) compensatory damages, including but not limited to, his Unpaid Wages in the amount of \$10,000; (ii) liquidated damages equal to the amount of Unpaid Wages in the amount of \$10,000; (iii) the costs of instituting this action together with reasonable attorney's fees incurred by Plaintiff; and (iv) any further legal and equitable relief as this Court may deem just and proper.

COUNT II
FAILURE TO PAY WAGES IN
VIOLATION OF THE WPCL
43 P.S. § 260.1, et seq.

95. Plaintiff incorporates the allegations contained in the paragraphs above, as if fully

set forth at length herein.

96. The Pennsylvania Wage Payment and Collection Law ("WPCL") requires employers to pay all earned wages, including commissions, to employees by the regular payday designated by the employer. 43 P.S. § 260.3.

97. The WPCL broadly defines "wages" to include "all earnings of an employee, regardless of whether determined on time, task, piece, commission or other method of calculation." 43 P.S. § 260.2a.

98. This definition explicitly includes commissions as wages that must be paid in accordance with the WPCL's requirements.

99. Further, the WPCL provides that "[e]very employer shall pay all wages, other than fringe benefits and wage supplements, due to his employes on regular paydays designated in advance by the employer." 43 P.S. § 260.3.

100. The WPCL makes clear that an employer's obligation to pay wages includes ensuring that any deductions from an employee's wages for purposes such as child support are properly transmitted to the appropriate authorities.

A. Defendant Failed to Pay Plaintiff Earned Wages in Violation of the WPCL.

101. At all times relevant hereto, Defendant was mandated to pay Plaintiff all wages owed for work performed, including commission-based compensation earned through his sales activities. 43 P.S. § 260.3.

102. As set forth above, Plaintiff was entitled to receive 4% commission for office leads, including online advertisements, and 6% commission for sales-generated leads which he found himself.

103. From August 2024 through October 2024, Plaintiff performed substantial sales work for Defendant and generated significant revenue through his sales efforts for which he earned

commissions.

104. Despite Plaintiff's entitlement to these commission wages, Defendant failed to pay Plaintiff the commissions he had earned during this period.

105. The unpaid commissions total approximately \$10,000.

106. Additionally, from November 2024 through January 2025, Defendant issued multiple paychecks to Plaintiff that failed to clear when deposited, constituting a failure to pay wages as required by the WPCL.

107. Furthermore, beginning in October 2024 and continuing through January 2025, Defendant deducted wages from Plaintiff's paychecks for child support obligations.

108. However, Defendant failed to transmit these withheld funds to the court as required, effectively withholding thousands of dollars that should have been directed to Plaintiff's child support account.

109. By withholding these funds from Plaintiff's paychecks without transmitting them to the proper authorities, Defendant converted Plaintiff's wages for its own use and failed to pay Plaintiff the full wages to which he was entitled.

110. Plaintiff made repeated inquiries to Defendant regarding the unpaid commissions but Defendant refused to substantively engage with Plaintiff or merely assured him that payments were forthcoming.

111. At the time of Plaintiff's termination in January 2025, Plaintiff had not been paid his earned commissions and these funds remain owed to present day.

112. The total amount of unpaid wages owed to Plaintiff is approximately \$10,000.

B. Plaintiff is Entitled to Liquidated Damages.

113. The WPCL provides for liquidated damages of twenty-five percent (25%) of the total amount of wages due when an employer fails to pay wages as required. 43 P.S. § 260.10.

114. As Defendant violated the WPCL by failing to pay Plaintiff \$10,000 in earned commission wages, Plaintiff is entitled to liquidated damages in the amount of \$2,500 (25% of \$10,000).

115. Therefore, the total amount owed to Plaintiff under the WPCL is \$12,500, consisting of \$10,000 in unpaid wages plus \$2,500 in liquidated damages.

C. Plaintiff is Entitled to Attorney's Fees and Costs.

116. In addition to actual damages and liquidated damages, the WPCL provides for the recovery of attorney's fees and costs when an employer fails to pay wages as required. 43 P.S. § 260.9a(f).

117. Defendant is liable to Plaintiff for actual damages (lost wages), liquidated damages, as well as reasonable attorney's fees, costs, and expenses pursuant to 43 P.S. § 260.9a(f).

118. As a direct and proximate result of Defendant's conduct described hereinabove, Plaintiff has suffered tangible economic and pecuniary loss in forms including, but not limited to, the deprivation of the lawfully owed wages and commissions.

WHEREFORE, Plaintiff, Robert Moore, seeks a judgment against Defendant, Miracle Movers of Pittsburgh LLC, for willful noncompliance with the WPCL and seeks: (i) compensatory damages in the amount of \$10,000 for unpaid wages; (ii) liquidated damages in the amount of \$2,500 (25% of unpaid wages); (iii) the costs of instituting this action together with reasonable attorney's fees incurred by Plaintiff; and (iv) any further legal and equitable relief as this Court may deem just and proper.

COUNT III
RACIAL DISCRIMINATION AND RETALIATION
IN VIOLATION OF TITLE VII
42 U.S.C. § 2000e, et seq.

119. Plaintiff incorporates the allegations contained in the paragraphs above, as if fully

set forth at length herein.

120. Title VII of the Civil Rights Act of 1964 embodies a clear public policy prohibiting discrimination in the workplace on the basis of race, ensuring that all individuals have equal opportunity in employment regardless of their racial background. 42 U.S.C. § 2000e, *et seq.*

121. To establish a *prima facie* case of racial discrimination, a plaintiff must show that: (1) they are a member of a protected class; (2) they were qualified for the position at issue; (3) they were discharged or suffered some adverse employment action by the employer; and (4) they were ultimately replaced or treated less favorably under circumstances that support an inference of unlawful discrimination. *In re Tribune Media Co.*, 902 F.3d 384, 402 (3d Cir. 2018).

122. To establish a *prima facie* case of retaliation under Title VII, a plaintiff must demonstrate: (1) they engaged in a protected activity; (2) they suffered an adverse employment action; and (3) there is a causal connection between the protected activity and the adverse action. *Moore v. City of Philadelphia*, 461 F.3d 331, 340-41 (3d Cir. 2006).

123. Protected activity includes opposing any practice made unlawful by Title VII, including making complaints about discrimination or harassment based on race. 42 U.S.C. § 2000e-3(a).

124. A causal connection may be established through evidence of temporal proximity between the protected activity and the adverse action, or through other circumstantial evidence demonstrating a retaliatory motive. *Krouse v. Am. Sterilizer Co.*, 126 F.3d 494, 503-04 (3d Cir. 1997).

A. Plaintiff is a Member of a Protected Class.

125. At all times relevant hereto, Plaintiff was a member of a protected class insofar as Plaintiff is an African American individual.

126. As averred hereinabove, Plaintiff was the only African American individual employed in the "office" side of Defendant's company during his tenure.

127. Accordingly, Plaintiff is entitled to protection under Title VII from discrimination based on his race.

B. Plaintiff Was Qualified and Performing Job Satisfactorily.

128. Plaintiff possessed and exercised the skills, experience, and ability needed to perform the job duties of the Position.

129. Specifically, Plaintiff was: sufficiently organized that he could appropriately answer telephone calls in the course of his administration of Defendant's office; sufficiently skilled in communication that he could effectively service Defendant's clients' immediate needs and persuade said clients into retaining Defendant's services; and possessed the necessary cognitive abilities to perform the miscellaneous functions the Position required.

130. At all times material, Plaintiff was qualified to perform the essential duties of his position and did in fact perform those duties satisfactorily.

131. Plaintiff performed his duties without substantive reprimand from the time he commenced employment with Defendant in May 2024 through his termination in January 2025.

132. Plaintiff's performance was superior to his Caucasian colleagues over the course of his employment.

133. Specifically, Plaintiff's closing rates routinely ranged around 60% or higher and were consistently higher than those of his Caucasian peers, demonstrating his strong performance in the sales component of his role.

C. Plaintiff Suffered an Adverse Employment Action.

134. Plaintiff suffered the ultimate adverse employment action when Defendant

terminated his employment in January 2025.

135. The Third Circuit has held that termination constitutes a "serious and tangible" adverse employment action sufficient to alter an employee's compensation, terms, conditions, and privileges of employment. *Storey v. Burns Int'l Sec. Servs.*, 390 F.3d 760, 765 (3d Cir. 2004).

D. Circumstances Support an Inference of Unlawful Discrimination and Retaliation.

136. The circumstances surrounding Plaintiff's termination support a strong inference of unlawful discrimination and retaliation based on Plaintiff's race.

137. Plaintiff engaged in protected activity when he objected to and was subjected to the racial slur incident on November 5, 2024, and when he experienced the ongoing pattern of discriminatory route allocation practices that systematically excluded African American employees.

138. Plaintiff's termination occurred in January 2025, shortly after Mr. Zeffiro returned from his administrative suspension following the racial slur incident and the hostile work environment that pervaded Plaintiff's employment.

139. The temporal proximity between Plaintiff's experiences with race-based discrimination and his termination supports an inference that Defendant terminated Plaintiff in retaliation for being subjected to and objecting to the discriminatory conduct.

140. Further, the stated reasons for Plaintiff's termination are demonstrably pretextual, as discussed more fully below, which supports an inference of discriminatory intent.

141. Additionally, Plaintiff was disparately treated compared to his similarly situated Caucasian colleagues who were not subjected to termination despite engaging in the same or similar conduct.

142. Defendant demonstrated discriminatory animus through the racial slur incident in

which Mr. Zeffiro, Defendant's managing partner, failed to take any corrective action when a vendor used a racial epithet in Plaintiff's presence.

143. Further, as averred hereinabove, coworkers informed Plaintiff that Mr. Zeffiro himself had used the same racial slur in the workplace, demonstrating a pattern of racial animus at the highest levels of Defendant's management.

144. The pattern of discriminatory route allocation that systematically favored Caucasian employees over African American employees, including Plaintiff, further demonstrates Defendant's discriminatory intent and practice.

145. Plaintiff was specifically impacted by these discriminatory allocation practices, receiving less desirable work assignments and fewer opportunities to earn commission income compared to his Caucasian colleagues.

146. These circumstances, taken together, create a compelling inference that Defendant's decision to terminate Plaintiff was motivated by discriminatory and retaliatory intent based on Plaintiff's race.

E. The Stated Reasons for Plaintiff's Termination Were Pretextual.

147. Defendant's stated reasons for terminating Plaintiff were demonstrably pretextual and served as a mere cover for unlawful discrimination and retaliation.

148. Defendant claimed in its termination letter that Plaintiff was terminated for "insubordination," yet Defendant failed to provide any specific examples or elaboration of any allegedly insubordinate conduct.

149. Plaintiff had performed his duties without substantive reprimand throughout his employment and had never been disciplined for insubordination prior to his termination.

150. Defendant further claimed that Plaintiff's "closing rate" was at 12%, suggesting

poor sales performance.

151. However, Plaintiff had only ever received one low closing rate during the entirety of his employment—specifically due to cold weather conditions and the corresponding slow season that affected all salespeople.

152. In reality, Plaintiff's closing rates routinely ranged around 60% or higher and were consistently superior to those of his Caucasian peers.

153. Defendant's reliance on a single low closing rate during a slow season, while ignoring Plaintiff's consistently superior overall performance, demonstrates the pretextual nature of this stated reason.

154. Defendant also cited "Rob's absence from daily office" as a reason for termination.

155. However, Plaintiff had been specifically instructed by Mr. Miller to spend less time in the office and to be more "boots on the ground" focusing on the sales aspect of his position.

156. Plaintiff was merely following the direct instructions given to him by Defendant's management when he spent less time in the office.

157. When Plaintiff objected to this stated reason and explained that he had been following Mr. Miller's instructions, Mr. Zeffiro admitted that someone in Defendant's human resources department had "mixed him up" with another "Rob."

158. This admission of a clerical error demonstrates that at least one of Defendant's stated reasons for termination was factually incorrect, yet Defendant refused to reinstate Plaintiff despite acknowledging the error.

159. The timing of Plaintiff's termination further supports the conclusion that the stated reasons were pretextual.

160. Plaintiff was terminated shortly after Mr. Zeffiro returned from his administrative

suspension, which followed the racial slur incident and the hostile work environment to which Plaintiff had been subjected.

161. This temporal proximity, combined with the demonstrably false and pretextual nature of the stated reasons, the admission of clerical error, and the evidence of discriminatory animus throughout Plaintiff's employment, establishes that Defendant's true motivation for terminating Plaintiff was discriminatory and retaliatory in nature.

F. Plaintiff is Entitled to Damages.

162. As a direct and proximate result of Defendant's discriminatory and retaliatory conduct in violation of Title VII, Plaintiff has suffered not only tangible economic loss in the form of lost back pay and benefits and lost front pay and benefits, but also substantial emotional and physical distress, embarrassment and humiliation, pain and suffering, and is entitled to compensatory damages for these injuries, in addition to the tangible economic losses he suffered and will continue to suffer.

163. Further, Defendant's conduct was willful, wanton, and malicious, demonstrating a reckless indifference to Plaintiff's federally protected rights under Title VII.

164. Accordingly, Plaintiff is entitled to punitive damages in an amount sufficient to deter Defendant from engaging in future discriminatory and retaliatory conduct of a similar nature.

WHEREFORE, Plaintiff, Robert Moore, seeks a judgment against Defendant, Miracle Movers of Pittsburgh LLC, for willful noncompliance with Title VII and seeks: (i) compensatory damages, including but not limited to past and future pecuniary and non-pecuniary losses, including suffering, mental anguish, inconvenience, and loss of enjoyment of life; (ii) punitive damages in an amount to be determined at trial and in an amount sufficient to deter Defendant from engaging in future conduct of a similar nature; (iii) equitable relief in the forms of

back pay and front pay; (iv) the costs of instituting this action together with reasonable attorney's fees incurred by Plaintiff; (v) pre-judgment and post-judgment interest where accorded by law; and (vi) any further legal and equitable relief as this Court may deem just and proper.

JURY DEMAND

165. Plaintiff demands a trial by jury on all matters so triable.

Date: January 26, 2026

Respectfully submitted,

THE WORKERS' RIGHTS LAW GROUP, LLP
By: /s/ Brendan K. Petrick
Brendan K. Petrick, Esq. (Pa. I.D. No. 88968)
/s/ Patrick W. Carothers
Patrick W. Carothers, Esq. (Pa. I.D. No. 85721)
/s/ Garret A. Hampton
Garret A. Hampton, Esq. (Pa. I.D. No. 338635)

The Workers' Rights Law Group, LLP
Foster Plaza 10
680 Andersen Drive, Suite 230
Pittsburgh, PA 15220
Telephone: 412.910.9592
Facsimile: 412.910.7510
brendan@workersrightslawgroup.com
patrick@workersrightslawgroup.com
garret@workersrightslawgroup.com

Counsel for Plaintiff, Robert Moore

Opposition to Petition for Reconsideration

Submitted by Daniel Hooven, Complainant

PUC Docket Number A-2025-3058207

My name is Daniel Hooven. I am a complainant in multiple PUC and civil matters involving Andrew Zeffiro and Miracle Movers Pittsburgh. I am a direct victim. My home and personal property were severely damaged during an intrastate household goods move. That damage remains unresolved. I received no remediation or good-faith outreach, only harassment that escalated to police intervention.

I submit this opposition to prevent other Pennsylvania consumers from being similarly harmed.

Response to Petition for Reconsideration

1. Lack of Responsibility / Blame on Miracle Movers

Mr. Zeffiro's attempt to shift responsibility to Miracle Movers is irrelevant to fitness.

- Threatening and harassing communications toward me and my wife were his personal actions, not corporate policy.
- Advertising, solicitation, and consumer communications were conducted by Mr. Zeffiro, through platforms he controlled.
- Employer dysfunction does not excuse intimidation, misrepresentation, or regulatory non-compliance.

Mr. Zeffiro routinely held himself out as Managing Partner on social media, communications and consumer websites including the BBB, in which he replies representing himself as the Manager in charge and shifting blame to somebody named Matt, similar to Chris Wilhoit in this appeal. Having claimed authority, he cannot disclaim accountability when consequences follow.

2. "Accidental" Google Listing Change

Mr. Zeffiro now claims the Miracle Movers Google listing was changed to Drew Moves "accidentally."

This is contradicted by his own prior written statement to the Commission acknowledging intentional use of the listing and phone number to intercept consumer inquiries and redirect them to his business.

This contradiction shows that the Petitioner is now advancing a statement that is not truthful in support of his appeal, calling his credibility and candor before the Commission into question.

3. Claimed Termination / Lack of Authority

Mr. Zeffiro claims he was terminated in April 2025 and reinstated June 2, 2025. However, during May 2025, he was actively advertising moving services under the Miracle Movers name.

Advertising is an affirmative act holding oneself out as authorized and creates access to consumer homes and property. If he was unauthorized, he should not have been advertising. If he was advertising, he was acting with authority. Both cannot be true.

4. “Routine” Disputes Claim

This conduct is not routine.

- My case alone involved over \$27,500 in documented damage to my home and property.
- I possess multiple threatening and hostile voicemails and written communications from Mr. Zeffiro, requiring police intervention.
- Mr. Zeffiro’s name is associated with multiple civil actions and PUC complaints, including allegations of theft, with combined claimed damages exceeding \$50,000.

Routine disputes involve minor damage. Tens of thousands of dollars in losses, alleged theft, harassment, and repeated regulatory complaints are not routine.

Pattern of Unlicensed Operation

The appeal must be evaluated against a documented pattern showing full-service moving and storage advertising, unlicensed operation, lack of insurance, and disregard for Commission authority:

- Sept 3, 2025: Miracle Movers Google listing redirected to Drew Moves (unlicensed).
- Oct 6, 2025: Website launched claiming “NOW OPEN” and insured.
- Oct 9–11, 2025: FMCSA filings created; no authority, no insurance.
- Oct 15, 2025: Facebook advertising moving and storage services.
- Oct 21, 2025: PUC application filed—48 days after unlawful advertising began.
- Nov 17, 2025: Customer review confirms unlicensed intrastate move performed.

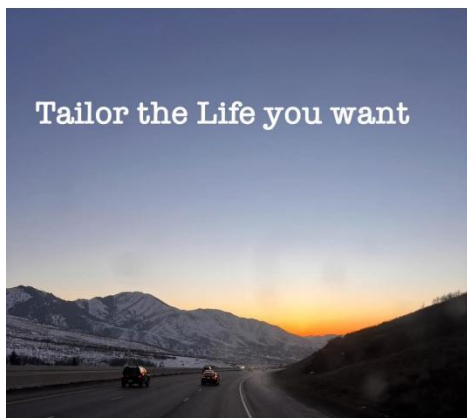
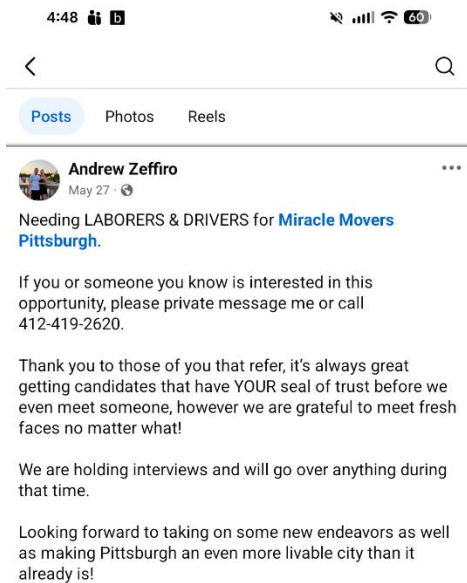
- Nov 26, 2025: PUC denies authority (A-2025-3058207) for lack of fitness.
- Dec 5, 2025: New Facebook advertisement posted after denial.

The appeal relies on false statements, contradicted admissions, and attempts to normalize serious misconduct. The record shows unlicensed operation, lack of insurance, harassment of consumers, allegations of theft, and disregard for Commission authority.

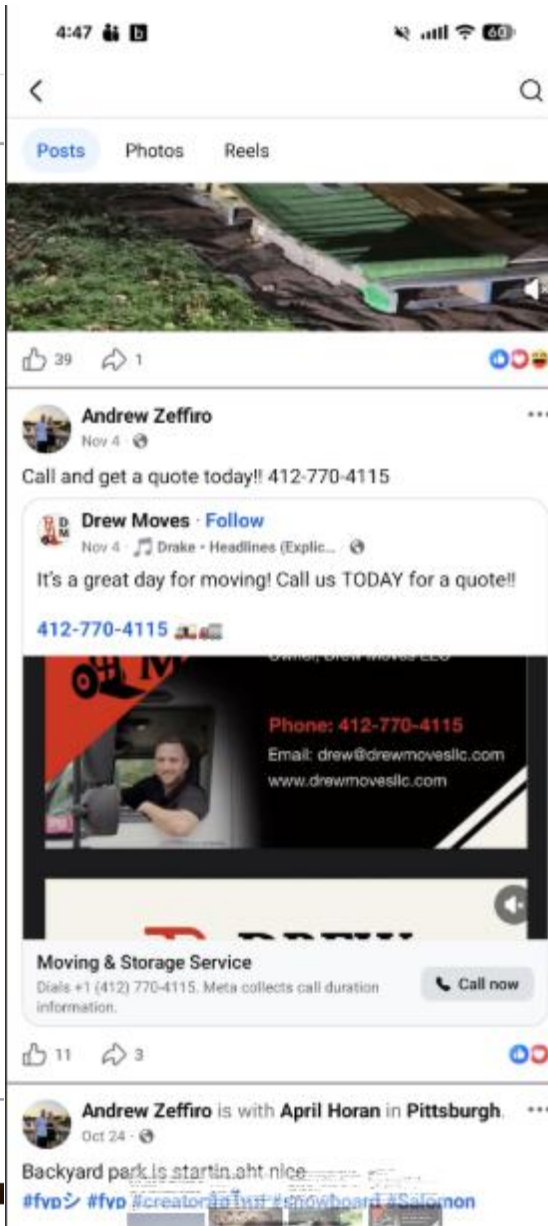
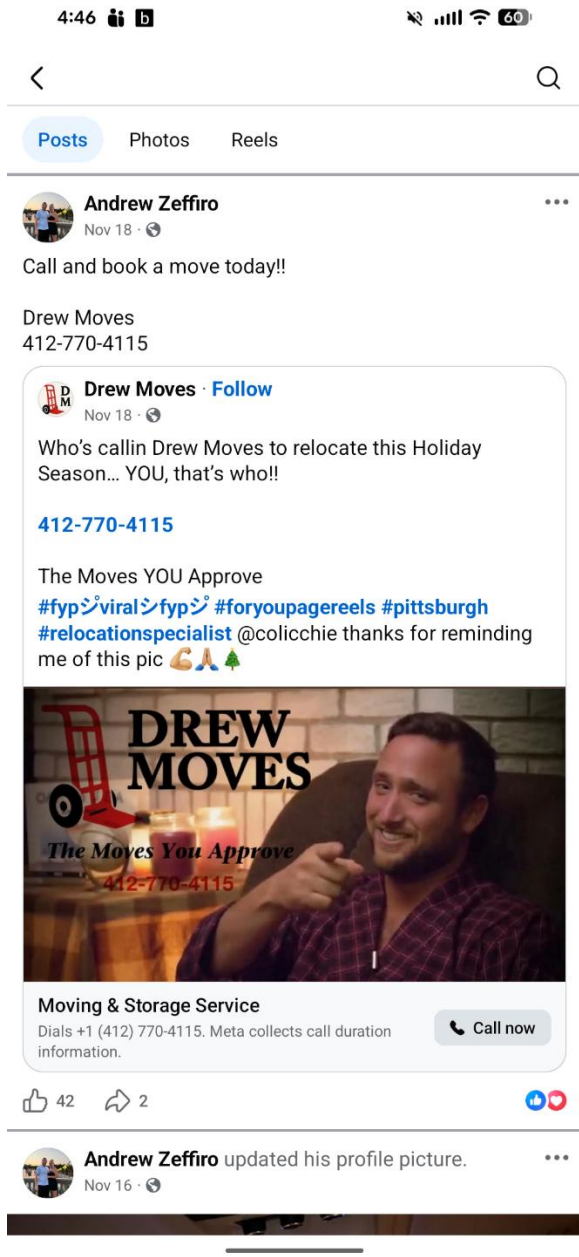
I remain without remediation. Granting reconsideration would expose additional consumers to harm. The Commission’s denial was proper and appropriate given Andrew’s history of consumer harm. The Petition for Reconsideration should be denied in full.

Supporting Documentation

May 27, 2025 – Advertising from Andrew Zeffiro



Social Media Advertising as Full Service Moving and Storage Company (post, during and after PU C Application and denial)



Also Attached

- C-2025-3057902 – Andrew Zeffiro Response
- C-2025-3057902 – Daniel Hooven Response to Andrew Zeffiro with supporting documentation



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY
COMMISSION COMMONWEALTH
KEYSTONE BUILDING
400 NORTH STREET

DATE SERVED: October 24, 2025

C-2025-3057902

Emailed to : drew@drewmovesllc.com

ANDREW ZEFFIRO
DREW MOVES LLC
3633 POPLAR AVE FLOOR 1
PITTSBURGH, PA 15234

ALL Parties to proceedings pending before the Commission are encouraged to EITHER open and use an e filing account through the Commission's website at www.puc.pa.gov OR to ensure timely arrival, submit the filing by overnight delivery to: Secretary, Pennsylvania Public Utility Commission, 400 North Street, Harrisburg, Pennsylvania 17120. Emailed or faxed submissions are not acceptable. If a filing contains confidential or proprietary material, the filing should be submitted by overnight delivery to ensure arrival. Large filings containing confidential or proprietary material may also be submitted through the Commission's Share Point File system. These filings should be followed by a hard copy with a flash drive or CD for the Commission's file. Filers should contact the Secretary's Bureau in advance to set up a Share Point File before submitting the filing.

TO: **Drew Moves LLC**

A formal complaint has been filed against you before the Pennsylvania Public Utility Commission by **Daniel Hooven**. Within twenty (20) days of the date of this letter, you must either: (1) respond by filing with the Commission, in writing, an Answer in accordance with 52 Pa. Code Section 5.61, either personally or through your attorney; or (2) satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission.

IF YOU FAIL TO ANSWER THE COMPLAINT WITHIN TWENTY (20) DAYS OF THE ABOVE DATE SERVED, THE CLAIMS AGAINST YOU MAY BE DEEMED ADMITTED, THE CASE MAY GO FORWARD, AND A PENALTY MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

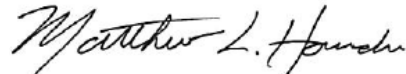
A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money, property or other important rights.

COMPANY/UTILITY

The Commission may revoke or suspend any certificate or permit held by you or impose a fine or other penalty or remedy authorized by the Public Utility Code. You may lose money, property or other important rights.

Detailed instructions on how to proceed are contained in the attached pages. Unless you are a corporation or other organization, you may proceed without a lawyer.

Sincerely,

A handwritten signature in black ink that reads "Matthew L. Homsher". The signature is written in a cursive style with a large, stylized initial "M".

Matthew L. Homsher
Secretary

MH:mm

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: October 24, 2025

Daniel Hooven

Complainant

v.

Drew Moves LLC

Respondent

Complaint Docket No:
C-2025-3057902

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: Drew Moves LLC

TAKE NOTICE:

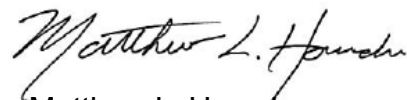
1. You have twenty (20) days from the above date served to either: (a) satisfy this complaint or (b) file an Answer with the **Secretary of the Pennsylvania Public Utility Commission** - one original written answer, under oath, as required by 52 Pa. Code Section 5.61, which either admits or specifically denies the allegations in the complaint. You must also serve one copy of the answer upon the complainant. In accordance with 52 Pa. Code Section 1.56(a), **the date served is the date appearing at the top of this Notice.**

2. In accordance with 52 Pa. Code Section 5.61, if you fail to either satisfy or settle this complaint, or to file an answer or other responsive pleading within twenty (20) days of the above date served, you will be deemed to have admitted all the allegations in this complaint. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or may impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy or settle this complaint, you must file with the Commission, within twenty (20) days from the above date served, a certified statement of satisfaction as required by 52 Pa. Code Section 5.24. Such certified statement must describe the basis on which this complaint was satisfied and any settlement agreement between the parties must be made in writing and attached to the certified statement. Such certified statement must be filed with the Secretary of the Commission at the address set forth in paragraph 1 above. Upon the Commission's receipt of a certified statement of satisfaction from all complainants, this complaint may be dismissed in accordance with 66 Pa. C.S. Section 703(a) (unless the Commission determines that a dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint).

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and a decision. If, after hearing on the issues, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or imposes a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. When imposing a penalty, the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.


Matthew L. Homsher
Secretary

~~(SEAL)~~

Drew Moves Response to Dan Hooven Complaint

THIS HAS BEEN ELECTRONICALLY FILED.

C-2025-3057902

NATURE OF COMPLAINT: Please see next page CONTINUE ON BACKAs of October 6, 2025, Andrew Zeffiro, former managing partner of Miracle Movers Pittsburgh, is unlawfully advertising and operating an unregistered, uninsured moving company under the name Drew Moves LLC. He has manipulated the verified Google Business listing for Miracle Movers Pittsburgh by changing the phone number and redirecting the listing to drewmovesllc.com, which is actively advertising and accepting new business inquiries without any valid PUC certificate, FMCSA registration, or insurance coverage.

This is not correct. We are only operating labor only jobs and advertising for services as we did get an A# recently but I am very clear on what we are allowed to do, most customers understand and rent a truck.

I don't transfer anything from Miracle Movers in this manner. My phone number is listed in the Google listing as the Miracle Movers phone lines are no more, therefore I am able to explain the situation and that I am currently running my own company, but leave it up to the consumer to make that decision. Miracle Movers knows about this and didn't put up any argument. It seemed to make most sense as I was once a general manager and the only soul left in Pittsburgh to explain it.

Mr. Zeffiro has continued to communicate with consumers using the miraclemoverspittsburgh@gmail.com address, misrepresenting his affiliation and creating confusion between licensed and unlicensed operations.

This isn't correct, I don't have that email address at all. I do monitor pittsburghmiraclemovers@gmail.com as it was an email I personally created for MM but I only look through it to button up their finalizations as a courtesy.

Public evidence further shows that he abandoned customer property at a third-party storage facility without proper disclosure or contractual

authority and has advertised private storage arrangements in violation of PUC regulations governing household goods carriers.

This is completely not true. I haven't done any of that as far as advertising private storage arrangements. We had customers that had storage at Guardian storage in Bethel and I have since spoken to Greig that manages the Guardian storage and he got all of the previous Miracle movers customers secured into a safe arrangement that's specifically between Guardian storage in those customers.

His record includes over \$50,000 in unpaid court judgments in which he is directly named as Managing Partner for Miracle Movers, prior PUC and consumer complaints, and documented threats toward customers, establishing a clear pattern of deceptive advertising of providing no day labor, private storage and use of only company fleets (uses rentals), misrepresentation, and financial irresponsibility.

This has nothing to do with me. I don't know how much money Miracle Movers owes customers, but to my knowledge, they were getting it figured out again that has nothing to do with Andrew Zeffiro or Moves but solely on Miracle Movers of

Pittsburgh.

His continued solicitation of business without authority or insurance presents a direct and ongoing risk to Pennsylvania consumers, who are exposed to financial loss and safety hazards.

Again, none of this has anything to do with me Drew Moves has a \$2 million insurance policy and we're working with the PUC to make sure we have the right insurance. Also everything else he's talking about has to do with Miracle movers of Pittsburgh not Drew Moves or Andrew Zeffiro.

Collectively, these actions demonstrate clear and convincing evidence of moral, financial, and managerial unfitness to operate under 52 Pa. Code § 41.14(b). I respectfully request that the Commission investigate and permanently bar Andrew Zeffiro and Drew Moves LLC from engaging in any household goods carrier operations within the Commonwealth of Pennsylvania.

This would be unfair considering none of the stuff he's talking about has anything to do with Drew Moves or Andrew Zeffiro so please continue to

work with me as I'm somebody that will work with
the PUC to make sure everything is compliant.

Andrew Zeffiro, Owner

Drew Moves

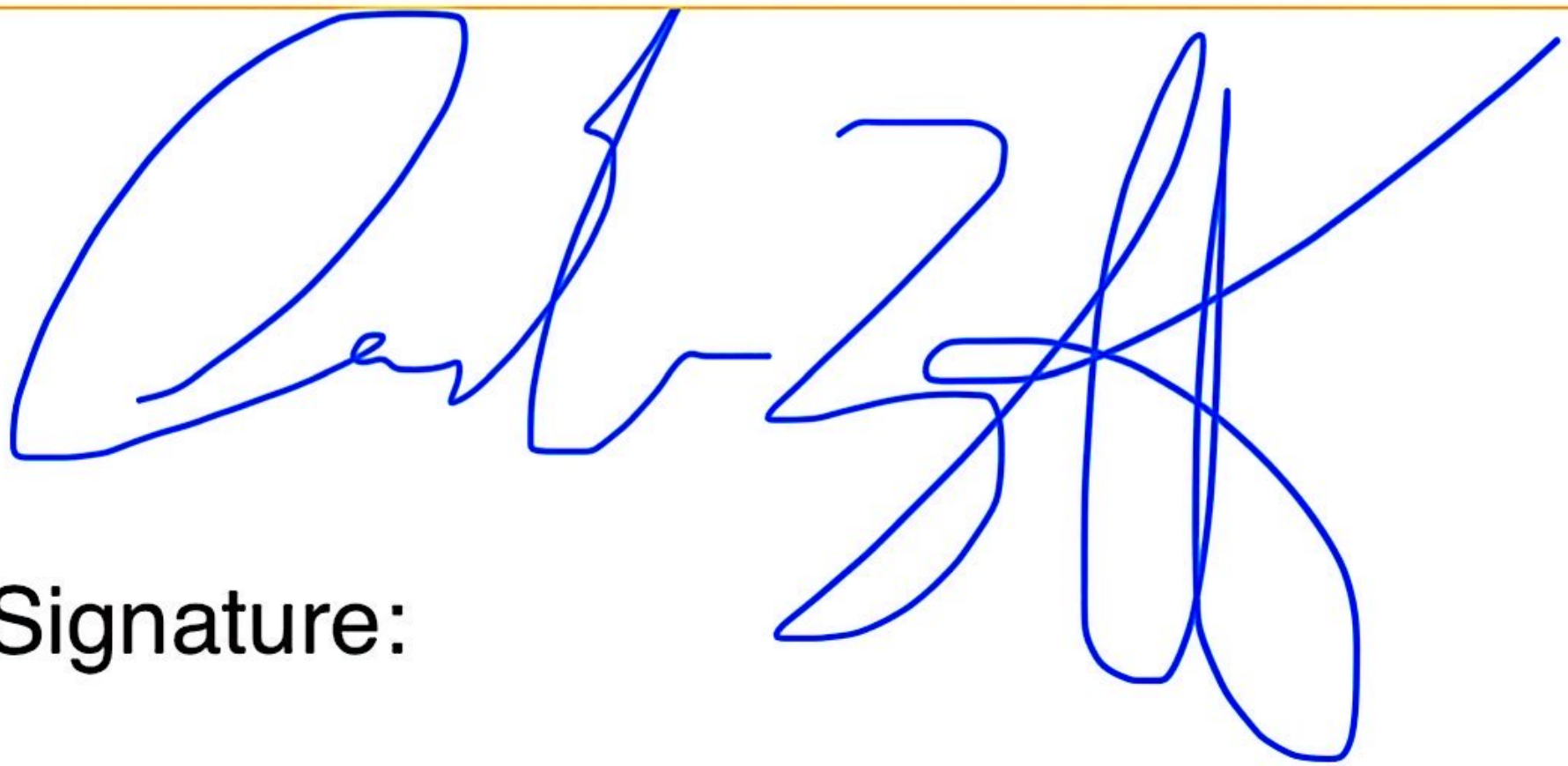
412-770-4115

drew@drewmovesllc.com

3633 Poplar Avenue

Floor 1

Pittsburgh Pa 15234



A handwritten signature in blue ink, appearing to read 'Andrew Zeffiro', is written across a horizontal line. The signature is stylized and cursive.

Signature:

CERTIFICATE OF SERVICE

I hereby certify that on November 10, 2025, I served a true and correct copy of the foregoing Response to Complaint upon the following party by Email to Dan's attorney: Max Petrunya at email address maxpetrunyapc@gmail.com

Dan Hooven
3008 Greenview Lane
Mars, PA 16046
DAYTIME PHONE
412.638.9455
E-MAIL
daniel.r.hooven@outlook.com

Date: November 10, 2025

Andrew Zeffiro
Defendant
3623 Poplar Avenue
Floor 1
Pittsburgh, Pa 15234
Phone: 412-770-4115
Email: Drew@drewmovesllc.com

Statement in Opposition to the Response of Andrew Zeffiro / Drew Moves LLC

11/26/2025 | Filed in Response to C-2025-3057902 by Daniel Hooven

This Statement in Opposition addresses and corrects the assertions submitted by Andrew Zeffiro, owner of “Drew Moves LLC”. The evidence clearly demonstrates that Drew Moves LLC has been unlawfully advertising, soliciting, and holding itself out to the public as a moving and storage provider since September 3, 2025, without authority from the Pennsylvania Public Utility Commission (“Commission”).

Andrew Zeffiro did not apply for a Certificate of Public Convenience until October 21, 2025, more than six weeks after beginning unlicensed solicitation. The Commission subsequently denied his application on November 26, 2025, citing a lack of fitness, prior irresponsible conduct, consumer risk, and unresolved liabilities stemming from his management of Miracle Movers Pittsburgh.

Despite this denial, Andrew Zeffiro continues to advertise regulated services as Drew Moves LLC to the public via Facebook and his website www.drewmovesll.com which features an inbound email that positions him as a full-service moving company based on the quote questions. His filed statements are inconsistent, misleading, and demonstrative of knowledge of and disregard for Pennsylvania regulatory requirements.

Responses to Statements Submitted by Drew Moves LLC

1) Statement: “We are only operating labor-only jobs.” (Pg. 1–2)

Beginning September 3, 2025, Drew Moves LLC publicly advertised itself under the commercial classification “Moving & Storage Service” on Facebook and the website www.drewmovesllc.com. This classification is not associated with labor-only work; it is the category used to market regulated household goods transportation and storage coordination to the public.

From my interpretation of PA law, the determining factor is how a company holds itself out to consumers. Advertising regulated services without a license for six weeks and then claiming to be a “labor-only” provider when challenged is not an explanation—it is an admission of unlawful solicitation.

2) Statement: “I don’t transfer anything from Miracle Movers.” (Pg. 2)

Andrew Zeffiro claims he was “the only one left in Pittsburgh” to “explain” the situation to consumers. In practice, this resulted in:

- Intercepting inquiries intended for a licensed household goods carrier.

- Redirecting those consumers to an unlicensed entity.
- Benefiting commercially from consumer confusion.

This constitutes holding out to the public as a provider of regulated services and substituting an unlicensed option for a regulated one. It is a continuation and confirmation, not an explanation, of Miracle Movers' regulated operations under a different name.

3) Statement: "I don't have the Miracle Movers email... I do monitor pittsburghmiraclemovers@gmail.com." (Pg. 2)

Although the initial complaint contained a typographical error regarding the specific Gmail address, Andrew Zeffiro's own admission confirms:

- He created and controls the email account pittsburghmiraclemovers@gmail.com.
- The address impersonates the branding of a regulated carrier.
- He monitors incoming communications from consumers who believe they are contacting Miracle Movers.
- He uses those communications to solicit business for an unlicensed operation.

Continuing to impersonate the communication channel of a regulated carrier is a direct violation of the standard of honesty required under 52 Pa. Code § 41.14.

4) Statement: "I haven't offered any private storage services." (Pg. 3)

Andrew Zeffiro admits he "secured" storage for customers at Guardian Storage while overseeing operations at Miracle Movers. This is a regulated activity associated with household goods carriage. Importantly, Guardian Storage management identified Andrew Zeffiro and Matt Oates as the responsible individuals who:

- Failed to respond to communication from Guardian,
- Left outstanding balances unpaid,
- And thereby placed consumer property at risk of conversion due to non-payment.

These balances were resolved only after the issue was exposed publicly in a community forum, not through proactive or responsible business management. Corrective action taken only after public exposure does not eliminate the underlying conduct and is directly relevant to the fitness evaluation. It should be noted customers were advertised "private storage" from Miracle Movers under Andrew Zeffiro's leadership and their property was stored without consent or knowledge at a third-party facility.

Drew Moves LLC continues to represent itself as a "Moving & Storage Service," signaling intent to again arrange storage associated with moves. Given his history of mishandling

storage accounts and failing to respond to facilities holding customer property, this categorization further supports the Commission’s findings of unfitness.

5) Statement: “This has nothing to do with me,” regarding unpaid judgments. (Pg. 3)

Court records name Drew as Managing Partner of Miracle Movers Pittsburgh in judgments exceeding \$50,000. Under 52 Pa. Code § 41.14, the Commission must consider:

- Prior conduct in regulated commerce,
- Financial responsibility,
- Treatment of consumers,
- And demonstrated accountability.

Attempting to disclaim involvement in legal judgments that specifically name him does not negate his role; it further demonstrates unwillingness to accept responsibility as an adult and professional, precisely the type of conduct that prevents authorization.

6) Statement: “We are working with the PUC to make sure everything is compliant.” (Pg. 4)

Compliance must precede advertising, quoting, or soliciting regulated services. Drew Moves LLC advertised regulated moving and storage services publicly beginning September 3, 2025, without authority. He did not apply for a Certificate of Public Convenience until October 21, 2025, six weeks after unlawful solicitation began. On November 26, 2025, the Commission denied the application, finding him unfit based on multiple complaints and track record of non-compliance, unpaid assessments and consumer complaints.

Continuing to advertise regulated services after a denial of authority is not cooperation; it is a deliberate disregard of the Commission’s authority. Claiming to be “working with the PUC” only after being reported is no different than being pulled over without a driver’s license and telling the officer you are “in the process” of getting one. Compliance cannot be claimed retroactively to excuse violations. The Commission properly rejected this reasoning.

7) Statement: Enforcement would be “unfair.” (Pg. 4)

The Commission has already examined the evidence, assessed the applicant’s history, and denied the application on the basis of unfitness. Preventing an unlicensed and denied operator from continuing to solicit regulated business is not unfair—it is statutorily required to protect the public.

Allowing a denied applicant with a documented history of irresponsible conduct, consumer risk, and misleading activity to continue operating would undermine compliant carriers and expose consumers to ongoing harm.

The record and his responses establishes the following:

- Drew Moves LLC advertised regulated moving and storage services beginning September 3, 2025, without Commission authority.
- Drew impersonated and maintained communication channels associated with a regulated carrier.
- Drew publicly categorized his business as a “Moving & Storage Service,” indicating intent to provide regulated services.
- His conduct at Guardian Storage placed consumer property at risk of conversion, and balances were resolved only after public exposure.
- He was named in significant judgments related to consumer harm during his time at Miracle Movers.
- He sought authorization only after being caught, and his application was denied for lack of fitness on November 26, 2025.
- He continues to solicit regulated services despite this denial.

Response Summary

These facts demonstrate unlicensed operation, misrepresentation to consumers, and a clear lack of fitness to act as a household goods carrier in the Commonwealth of Pennsylvania. Additional documentation is attached showing that Andrew Zeffiro advertised and solicited moving and storage services both prior to applying for authority, during the pendency of his application, and after the Commission’s denial on November 26, 2025.

Based on the record, the continued solicitation of regulated services in defiance of the Commission’s authority warrants enforcement. I respectfully request that the Commission impose all penalties and remedies available under law to protect the public and uphold the integrity of regulated household goods services in Pennsylvania.

Supporting Documentation

Broker Snapshot as of 11/23/25

FMCSA records list three separate entries for Drew Moves LLC, all tied to Andrew Zeffiro. Two are listed as Authorization Pending and one is listed as Not Authorized. The registrations were created between October 9 and October 11, 2025, which shows that he was applying repeatedly during the same period he was publicly advertising the business as licensed and insured. The filings also show that no insurance information was ever submitted with any of the applications. This confirms that he promoted Drew Moves LLC as an active and insured moving company before obtaining authority and that his repeated filings appear to be attempts to bypass or delay compliance so he could solicit business.

FMCSA						
	OPERATING STATUS	DOCKET†	DOT†	COMPANY†	CITY†	CONTACT INFO
	Authorization Pending for HHG	MC1767964 MC1765853	DOT4473476	DREW MOVES LLC DBA Name DREW MOVES	PITTSBURGH, PA	(412) 770-4115
	Not Authorized	MC1765853 MC1767964	DOT4473476	DREW MOVES LLC DBA Name DREW MOVES	PITTSBURGH, PA	(412) 720-0286
	Authorization Pending for HHG	MC1767964	DOT4477564	DREW MOVES LLC DBA Name DREW MOVES	PITTSBURGH, PA	(412) 720-0286

Names	
	DREW MOVES LLC 10/9/2025
	DREW MOVES 10/9/2025

Addresses	
	3633 POPLAR AVE, PITTSBURGH, PA, 15234 10/9/2025
	3633 POPLAR AVE, PITTSBURGH, PA, 15234-2149 10/9/2025

Contact Info	
	andrewzeffiro@gmail.com 10/11/2025
	ANDREW ZEFFIRO 10/11/2025
	(412) 720-0286 10/9/2025

Drew Moves, LLC

2025
2 changes

Name	Drew Moves, LLC	Incorporation	12/16/2019	Registered Address	183 HOLLOW HAVEN DR ANDREW ZEFFIRO, PITTSBURGH, PA, 15236-2614, United States
Previous Names	Drew Moving Consultants LLC				
Jurisdiction	Pennsylvania				
Status	Active				
Company Type	Domestic Limited Liability Company				
Officers (1)					
Secretary of State Agent					
Details Retrieved 10/16/2022					

FMCSA						
	OPERATING STATUS	DOCKET	DOT	COMPANY	CITY	CONTACT INFO
	Authorization Pending for HHG	MC1767964	DOT4477564	DREW MOVES LLC DBA Name DREW MOVES	PITTSBURGH, PA	(412) 720-0286
	Not Authorized	MC1765853 MC1767964	DOT4473476	DREW MOVES LLC DBA Name DREW MOVES	PITTSBURGH, PA	(412) 720-0286
	Authorization Pending for HHG	MC1767964 MC1765853	DOT4473476	DREW MOVES LLC DBA Name DREW MOVES	PITTSBURGH, PA	(412) 770-4115

FMCSA Database Search for Registered Household Goods Providers.

The FMCSA Household Goods database search shows that Drew Moves LLC does not appear as a registered moving company. This search result confirms that Andrew Zeffiro has been advertising and soliciting moves without being authorized as a household goods carrier. He began marketing Drew Moves LLC publicly on October 15, 2025, and has already serviced at least one customer based on his company reviews. Although he repeatedly claims that the business is insured, as of November 23 there is no insurance listed with the FMCSA, the Commonwealth of Pennsylvania, or the PUC. This shows that Drew Moves LLC has been presented to the public as a fully insured and licensed mover despite having no regulatory approval or insurance on record.

U.S. Department of Transportation
Federal Motor Carrier Safety Administration
The Household Goods Program

CONTACT US | FMCSA.GOV | FMCSA PORTAL | DOT.GOV

HOME | ARE YOU MOVING? | SEARCH MOVERS & COMPLAINT HISTORY | STATE/LOCAL RESOURCES | REGULATIONS & ENFORCEMENT | ABOUT US

Home > Search Movers & Complaint History > Search Results

Search by State
Search by Company

Search Results

No Household Good carriers found for selection.

Feedback | Privacy Policy | USA.gov | Freedom of Information Act (FOIA) | Accessibility | OIG Hotline | Web Policies and Important Links | Plug-ins

Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • Field Office Contacts

10/21/25 – PUC Application

The PUC record shows that Drew Moves LLC did not file for authority until October 21, 2025. Andrew Zeffiro began marketing the company before that date, including advertising on his website on October 6 and on Facebook on October 15. During this same period he redirected the Miracle Movers Pittsburgh Google business listing to himself, which diverted inbound customers to Drew Moves LLC even though no approval had been issued by the PUC.

Andrew publicly presents himself as having managed operations for Miracle Movers Pittsburgh. A person in that position would be expected to know that a moving company must obtain PUC authority, FMCSA authorization, and file insurance before transporting household goods within Pennsylvania. Despite this knowledge, he advertised the business as a licensed and insured mover and solicited customers while no regulatory approval or insurance was on file. The timing of his advertising, customer solicitation, and later application demonstrates that the business was operated without required authorization, which constitutes misconduct rather than an administrative mistake.

Utility Authorities Information

Service Type	Authority Status	Date Certified	Suspension Date	Suspension Expiration	Application Number	Trading As Name
Household Goods Carrier	Pending				A-2025-3058207	DREW MOVES

Docketed Cases

Docket Number	Case Status	Date Filed	Allegation
A-2025-3058207	Active	10/21/2025	

Case Summary

Docket Number	A-2025-3058207	Status	Active
Applicant	DREW MOVES LLC	Utility Code	8928382
Complainant		Utility Name	DREW MOVES LLC
Respondent		Utility Type	Truck
Responsible Bureau	TUS	eFiling Confirmation Number	2893016
Date Filed	10/21/2025	Date Posted	10/29/2025
Case Description	Application of Drew Moves LLC t/a Drew Moves for approval to transport household goods in use between points in Pennsylvania.		

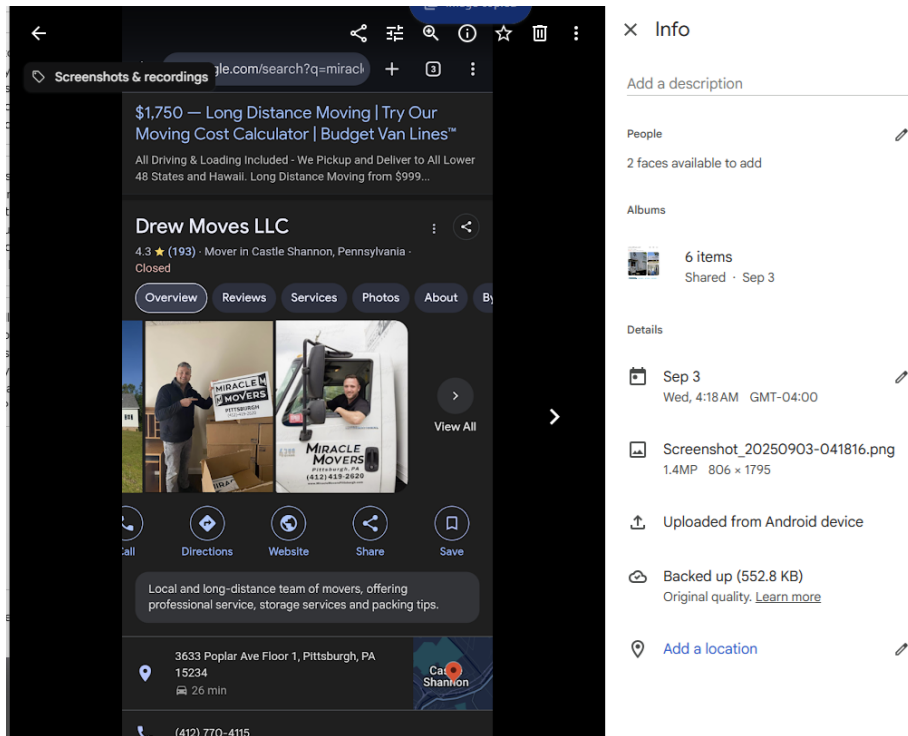
Daily Actions

Public Documents

View the [Consolidated Case of Docket A-2025-3058207](#)

9/3 – Miracle Movers Pittsburgh is renamed Drew Moves LLC

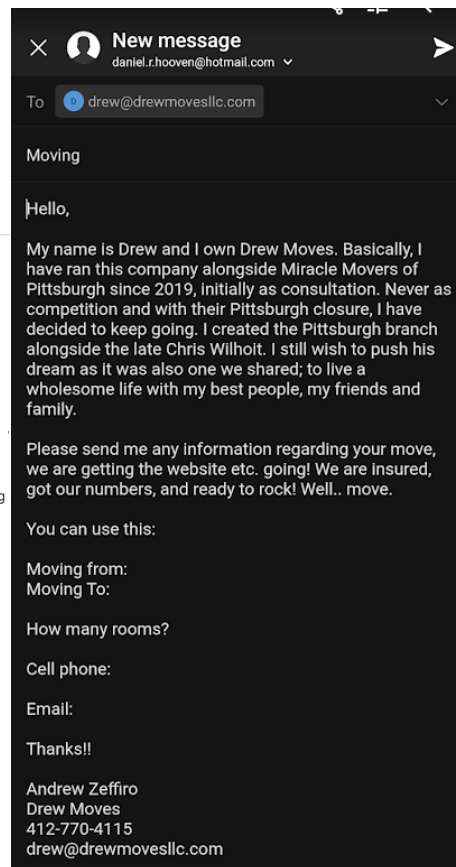
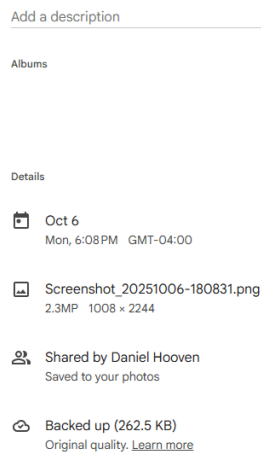
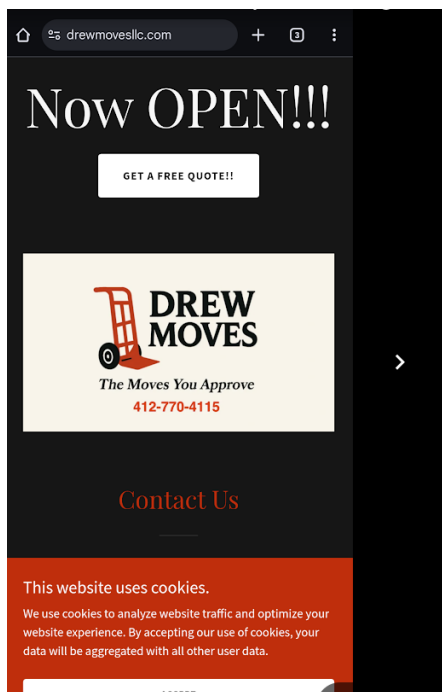
The screenshot shows that Andrew Zeffiro altered the Google business listing for Miracle Movers Pittsburgh to display Drew Moves LLC, including changing the business name, contact information, website link, and service description. These changes redirected customers searching for Miracle Movers Pittsburgh to his own company without disclosure that it was a different business and without required regulatory approval. Google later reverted the listing, which confirms that the changes did not reflect the company’s verified information and were not authorized by Miracle Movers Pittsburgh. This conduct demonstrates an intentional effort to divert consumers by misleading them into believing they were contacting an established moving provider when they were instead being directed to Drew Moves LLC, a company that did not have proper authority or insurance.



10/6 – Drew Moves LLC Launches Website

On October 6, Andrew Zeffiro launched DrewMovesLLC.com and advertised the business as “Now OPEN” while requesting full moving details through a “Get a Free Quote” submission. At that time, Drew Moves LLC had no PUC authority, no FMCSA authorization, and no insurance on record.

The site also links to an email response in which Andrew claims he has operated the business alongside Miracle Movers Pittsburgh since 2019 and states that Drew Moves LLC is insured and “ready to rock.” These claims conflict with regulatory records and his own filings, and no insurance had been submitted to any agency. The evidence shows he was actively soliciting moving customers as a licensed and insured carrier without required approval or coverage.



10/15 – Drew Moves LLC Facebook Page Goes Live

On October 15, Andrew Zeffiro launched the Drew Moves Facebook page and publicly announced that the company was “open for business,” advertising moving and storage services, listing rates, and inviting customers to request quotes. The page identifies Drew Moves LLC as an active moving business and includes his phone number, business email, and website.

At the time of this solicitation, Drew Moves LLC did not have PUC authority, FMCSA authorization, or insurance on record with any regulatory agency. Despite this, the Facebook page promoted Drew Moves as a fully operational moving company. This evidence shows that he was publicly soliciting and marketing moving services without required approval or documented insurance.

Posts About Photos Reels Mentions

4 5 shares

Like Share

Drew Moves
Oct 15 · 🌐

We are open for business!! Oddly enough, we're already being imitated, but we will never be duplicated.

My name is Andrew Zeffiro. I have 20+ years of moving experience and **ONLY** hire movers that meet the criteria of excellence.

Thank you to Miracle Movers Inc, as well as the former MM Pitt staff and especially the late Chris Wilhoit and his lovely wife Samantha. From now 'til infinity, we will be forever grateful. We will take what we learned and continue to apply it.

And as a personal ode to an amazing family, Gardner Moving which is here in the Pittsburgh metro area, bangin out moves since 1921. Thank you for always keeping your standard above elite and for helping us anytime we have an industry question myself or my research can't figure out! Much love and respect.

Ok ok, thats enough love bombing the competition 😊

We are DREW MOVES !!! Call and set up a quote today 412-770-4115

-Andrew Zeffiro, Owner

15 8 shares

Like Share

Drew Moves updated their cover photo. Oct 15 · 🌐

Andrew Zeffiro
Owner, Drew Moves LLC

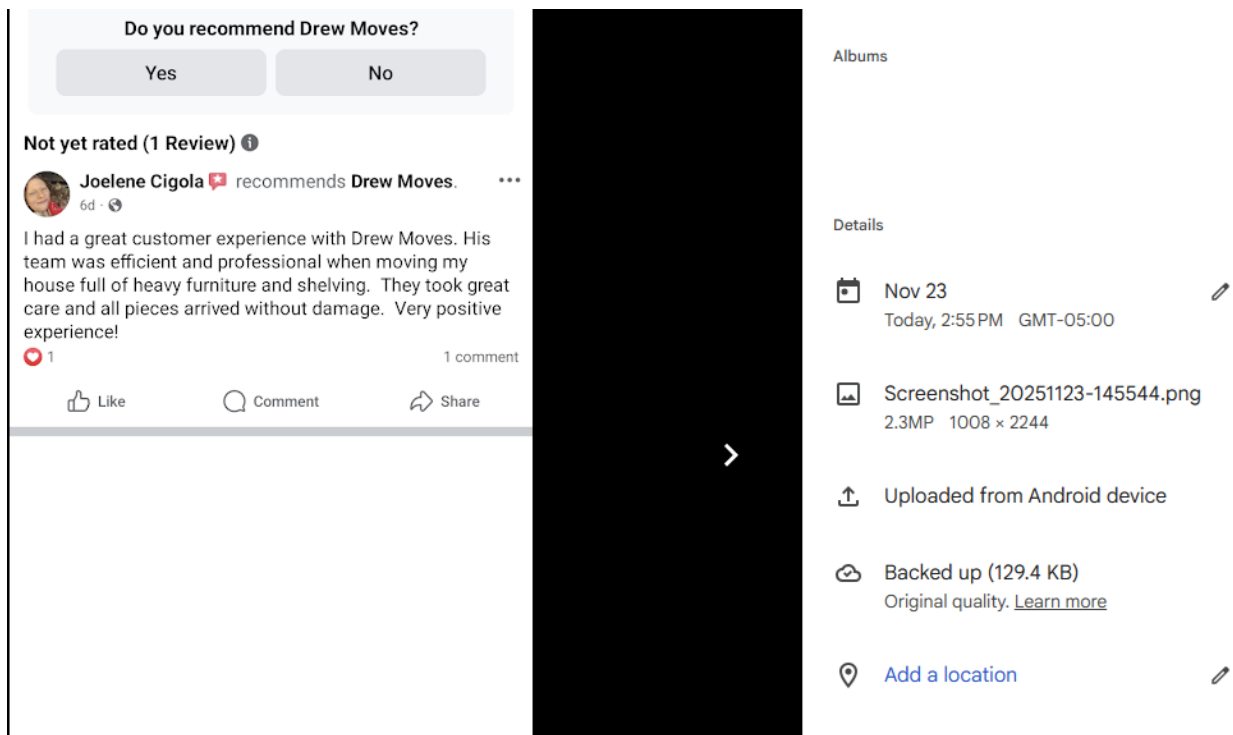
Phone: 412-770-4115
Email: drew@drewmovesllc.com
www.drewmovesllc.com

DREW MOVES
The Moves You Approve
412-770-4115

11/17 – Facebook Review

A review posted on the Drew Moves Facebook page confirms that Andrew Zeffiro is already performing moving jobs for the public while having no documented insurance, no FMCSA authorization, and no PUC approval. The customer reports a positive experience, which suggests that she was moved without knowing the company lacked the legal authority and insurance required to protect her belongings.

While it is good that her move went smoothly, she was fortunate. Without insurance, a single damaged item or an accident during transit would have left her with no consumer protection and no valid carrier on record to make a claim against. The review does not show successful business operations. It shows that Drew Moves LLC is actively transporting household goods in violation of regulatory requirements and exposing customers to risk without their knowledge.



Guardian Storage Conversion

Customers who paid Miracle Movers Pittsburgh for “private, secure company-owned storage” later discovered their belongings stored in rental units at Guardian Storage in Bethel Park. Guardian reported that the bills were not paid and that customers’ items were at risk of auction, and stated that repeated attempts to reach Andrew Zeffiro and Miracle Movers COO Matthew Oates were ignored. After a community warning was posted (anonymously due to my safety concerns from Zeffiro’s threats and unhinged behavior), Zeffiro publicly acknowledged that Guardian contacted him, and did not dispute the unpaid invoices or auction risk. This confirms that the advertised private storage was neither owned nor properly paid for by Miracle Movers, placing customers’ property at risk.

The image shows a screenshot of a Facebook post and its replies. The post is titled "Anonymous participant's Post" and is from the "Neighbors of South Hills" group. The post text reads: "Please delete if not allowed. I'm posting to alert anyone who may have used Andrew Zeffiro and Miracle Movers Pittsburgh. Several unpaid storage units tied to their customers are currently at our Guardian Storage Bethel Park location and are at risk of auction through no fault of the customers. Andrew Zeffiro was notified multiple times about the overdue invoices and that his clients' property was at risk, but he has not contacted Guardian Storage or taken any action. Guardian staff has already helped some customers recover belongings before sale, but there are still units approaching auction. If you or someone you know is missing items after using Miracle Movers, please contact Guardian Storage Bethel Park at 724-693-4553. For awareness: Zeffiro is now advertising something he calls 'Drew Moves LLC.' While he claims is insured and registered, I recommend verifying before doing any business with him." The post has 14 reactions, 14 comments, and 10 shares. Below the post are several replies from users: Edie Naltz, Diane Faust Dadowski, Roberta Mazzarini, and Margie Sturm Cholewinski. Each reply includes a timestamp of "7w" and options to "Like" or "Share". On the right side of the screenshot, a separate comment from Andrew Zeffiro is visible, replying to a user named Dan Hooven. Zeffiro's comment reads: "This is Dan Hooven, who is a disgruntled previous client of Miracle Movers. I know this because Guardian called me and asked if I knew a third party accountant for Miracle (not my company by the way, I was a w2 employee during the time of your move) named Dan and then gave me Mr. Hoovens phone number. Guardian has secured their property and is planning their move outs per regular format. Drew Moves is legitimate and insured. I wish yall the best. Especially the Hoovens as I know you did have a rough experience. And me playing middle man didn't go so well."

Harassment, Refusal to Communicate, and Pattern of Avoiding Legal Process

Throughout the past year, I made multiple attempts to resolve matters through ordinary, professional channels, including direct communication, attorney involvement, and formal proceedings. After the damages from my move were raised in November 2024, and the matter entered a legal process, Andrew Zeffiro stopped responding entirely and refused to communicate in any professional manner.

When notified of proceedings in the civil case AR-25-600 and the PUC hearing C-2025-3056319, Mr. Zeffiro failed to appear. His refusal to participate in judicial or regulatory proceedings affecting his own business conduct demonstrates disregard for lawful procedure and consumer protection obligations.

In August 2025, many months after ceasing all professional communication, he resumed contact not to resolve the issue but to send hostile messages, including challenges to confrontations rather than participating in legal or regulatory channels. After law enforcement intervention, this behavior stopped, and he has not pursued any legitimate channel of resolution since.

This pattern—cutting off communication once legal consequences arise, avoiding official proceedings, and then resurfacing only outside formal channels—further reflects a refusal to comply with regulatory obligations while continuing to solicit unlicensed business.

All messages, emails, and documented police involvement are preserved and will be provided upon request or if relevant to future proceedings.

Related Links

- [Drew Moves LLC PUC Application](#)
- [Drew Moves LLC FMCSA Docket MC1767964](#)
- [Drew Moves LLC FMCSA Docket MC1765853](#)
- [Drew Moves LLC FMCSA Docket MC1767964](#)
- [Drew Moves Facebook](#)
- [Drew Moves LLC Website](#)
- [Drew Moves LLC Website Intake Form](#)
- [11/6 Video – Drew Moves LLC Website and Intake Form](#)
- [10/6 Video – Andrew Zeffiro states he is taking jobs and denies advertising/marketing despite the website, facebook and google listings being live](#)