

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	C-2025-3058403
	:	
Truck & Muscle Moving LLC	:	

INITIAL DECISION

Before
Emily A. Farren
Administrative Law Judge

INTRODUCTION

This decision (1) grants Complainant’s Motion for Default Judgment and sustains the Formal Complaint against Respondent for failure to file an Answer or otherwise plead to allegations of transporting property between points in Pennsylvania for compensation without possessing a certificate of public convenience; and (2) imposes an administrative penalty in the amount of \$5,000.

HISTORY OF THE PROCEEDING

On November 7, 2025, the Commission’s Bureau of Investigation and Enforcement (I&E) filed a Formal Complaint (Complaint) against Truck & Muscle Moving LLC (Truck & Muscle or Respondent) alleging Respondent violated the Public Utility Code and Pennsylvania Code, by operating as a common carrier and/or contract

carrier by motor vehicle without a certificate of public convenience, permit, or license issued by the Pennsylvania Public Utility Commission (PUC or Commission) when Truck & Muscle held itself out through advertising the transport of household goods between points within the Commonwealth for compensation.

For relief, I&E requested that the Commission find the Respondent in violation of Sections 3310 (a) and (b) of the Public Utility Code, 66 Pa.C.S. § 3310(a), (b), and assess Respondent the statutorily mandated administrative penalty of Five Thousand Dollars (\$5,000).

A Notice to Plead accompanied the Complaint, as did a Certificate of Service. The Certificate of Service indicated that the method of service was certified mail, return receipt requested. The Certificate of Service was dated November 7, 2025.

No Answer was filed by Truck & Muscle.

On January 8, 2026, I&E filed a Motion for Default Judgment (Motion). In the Motion, I&E averred the Complaint was served by certified mail on November 10, 2025. Motion ¶ 3. No proof that service was effectuated accompanied the Motion.

On February 25, 2026, I issued an interim order denying I&E's Motion for failure to serve the Complaint on Respondent.

On March 6, 2026, I&E filed an Amended Complaint to perfect service on Respondent.

On March 9, 2026, the Commission's Secretary's Bureau served the Amended Complaint via certified mail.

Respondent failed to Answer or otherwise plead to the Amended Complaint within 20 days of service of the Amended Complaint.

On April 7, 2026, I&E filed a Motion for Default Judgment to the Amended Complaint (April Motion). The April Motion included a Notice advising Respondent to file a written response within 20 days of service of the April Motion.

Respondent failed to Answer or otherwise plead to the Amended Complaint within 20 days of service of the Motion for Default Judgment to the Amended Complaint.

The record closed on April 27, 2026, at the expiration of Respondent's time to answer or object to the Motion.

This decision grants Complainant's Motion for Default Judgment to the Amended Complaint.

FINDINGS OF FACT

1. Complainant is the Commission's Bureau of Investigation and Enforcement, the prosecutory arm of the Commission.
2. Respondent is Truck & Muscle Moving LLC, with its principal place of business at 161 Croyle Street, Johnstown, PA 15905.
3. Respondent does not possess, nor has it ever been issued, a certificate of public convenience, permit, or license by the Commission authorizing transportation of household property between points within the Commonwealth. Amended Complaint ¶ 27.

4. Respondent has been a registered domestic limited liability company in the Commonwealth of Pennsylvania since March 20, 2019. Amended Complaint ¶ 11.

5. Respondent is owned and operated by Derrian Eugene Jackson. Amended Complaint ¶ 12.

6. On or about November 26, 2024, the Commission received an informal complaint regarding Respondent's lack of Commission authority to conduct business. Amended Complaint ¶ 13.

7. On or about December 12, 2024, Motor Carrier Enforcement Officer Aaron Ebersole conducted a general utility search for any motor carrier known as "Truck and Muscle" on the Commission's open-source website, which yielded no results for a certificated business under such name. Amended Complaint ¶ 14.

8. On or about December 12, 2024, Officer Ebersole also conducted an internet search, which yielded the discovery of Respondent's Facebook page and current Google reviews. Amended Complaint ¶ 14; Amended Complaint at I&E Exh. 1.

9. On or about December 12, 2024, Officer Ebersole placed a telephone call to Respondent at 814-533-1675. Amended Complaint ¶ 15, n.5.

10. Officer Ebersole inquired about moving services between two points in Johnstown, Cambria County, for a one-bedroom apartment. A man, self-identified as Derrian and as the owner of Truck & Muscle Moving LLC, provided that the cost would be \$175 per hour with a two-hour minimum and Respondent would provide the transportation. Amended Complaint ¶ 15.

11. Officer Ebersole then identified himself as a PUC Motor Carrier Enforcement Officer and told Respondent of the informal complaint regarding Respondent providing services while uncertified as a household carrier by the PUC. Amended Complaint ¶ 15.

12. Officer Ebersole advised Respondent to cease and desist household goods moving operations until obtaining the appropriate authority from the PUC and provided Respondent with the appropriate steps to become compliant with PUC regulations concerning carrier classification. Amended Complaint ¶ 15.

13. On or about January 13, 2025, the PUC's Motor Carrier Enforcement Division mailed Respondent a Warning Letter detailing Officer Ebersole's investigation and subsequent determination that Respondent did not possess a certificate of public convenience issued by the PUC. Amended Complaint ¶ 16.

14. The Warning Letter directed Respondent to cease and desist from further violations of the Public Utility Code at 66 Pa.C.S. §§ 101 *et. seq.* and the regulations of the PUC at 52 Pa. Code §§ 1.1 *et. seq.* The Warning Letter detailed that continued operations may subject Respondent to a \$5,000 penalty for the first violation and increased consequences for additional violations. Amended Complaint ¶ 16.

15. Respondent was advised to remove all advertising regarding intrastate services until obtaining PUC authority. Amended Complaint ¶ 16.

16. The Warning Letter included instructions for Respondent to file an application with the PUC to obtain a certificate of public convenience to lawfully transport household goods and/or property between points in Pennsylvania for compensation. Amended Complaint ¶ 16.

17. On or about January 24, 2025, Officer Ebersole collected Respondent's business card from Sheetz at 208 Haynes Street, Johnstown, PA. The business card was placed in an area of the convenience store dedicated to local business advertising. Amended Complaint ¶ 18; Amended Complaint at I&E Exh. 2.

18. On or about February 12, 2025, Officer Ebersole initiated a follow-up complaint and conducted a general utility search for any motor carrier known as "Truck and Muscle" or "Truck & Muscle" on the Commission's open-source website yielding no results for a certified business under such names. Amended Complaint ¶ 19.

19. On or about February 12, 2025, Officer Ebersole placed a telephone call to Respondent. Amended Complaint ¶ 20.

20. The call was answered by a male voice stating, "Truck and Muscle Moving Company." Officer Ebersole, upon immediately identifying himself, requested to speak with Derrian. The call recipient identified themselves as Derrian, who declared, unprompted, that Respondent did not receive the Warning Letter. Officer Ebersole advised he would resend the Warning Letter. Amended Complaint ¶ 20.

21. Officer Ebersole inquired if Respondent had applied for or received a certificate of public convenience, to which Respondent stated their full intention to apply for authority from the PUC. Amended Complaint ¶ 20.

22. Respondent confirmed receipt of Officer Ebersole's email, sent December 11, 2024, containing application instructions. Amended Complaint ¶ 20.

23. Officer Ebersole informed Respondent that Respondent's business card had been retrieved from Sheetz. Officer Ebersole issued a verbal warning that any further advertising, even if residual, may lead to a complaint instituted for the purpose of

levying civil penalties and advised Respondent to not further engage as a motor carrier of household goods until obtaining the proper authority from the Commission. Amended Complaint ¶ 20.

24. Officer Ebersole confirmed Respondent's email address and re-sent the Warning Letter. Amended Complaint ¶ 20.

25. On or about March 24, 2025, Officer Ebersole requested the instant case be opened. Amended Complaint ¶ 22.

26. On or about May 9, 2025, Motor Carrier Enforcement Officer Jeremy Smith was assigned to the instant case. Amended Complaint ¶ 23.

27. Officer Smith conducted an entity search on the Pennsylvania Department of State website finding Respondent registered as a domestic limited liability company on March 20, 2019, and conducted a general utility search for Respondent on the Commission's open-source website, which yielded no results. Amended Complaint ¶ 23.

28. On or about May 9, 2025, Officer Smith placed a telephone call to Respondent utilizing a PUC Tracfone not assigned to an enforcement officer. Amended Complaint ¶ 24.

29. A male answered the call stating, "Truck and Muscle Moving." Officer Smith inquired about scheduling a move on May 14, 2025, from Johnstown, Cambria County, to Friedens, Somerset County. The male provided a rate of \$175 per hour for a minimum two hours plus a \$50 deposit required prior to scheduling. The deposit was not paid as the male needed to confirm date availability at a later call. The

male did not request Officer Smith's contact information to return the call. Amended Complaint ¶ 24.

30. Officer Smith received no return call from Respondent, and the attempted household goods service request was not completed. Amended Complaint ¶ 25.

31. On or about May 15, 2025, Officer Smith placed a telephone call to Respondent utilizing his assigned PUC officer phone. Officer Smith received Respondent's voicemail identifying the number as "Truck and Muscle Moving Company." Officer Smith left a voicemail message identifying himself as a PUC Motor Carrier Enforcement Officer and detailed his assignment to the complaint investigating Respondent for continued operation without the required PUC household goods authority. Amended Complaint ¶ 26.

32. On March 6, 2026, I&E filed an Amended Formal Complaint in this matter.

33. On March 9, 2026, the Commission's Secretary's Bureau served the Amended Complaint on Respondent via Certified Mail.

34. On March 12, 2026, Respondent received the Amended Complaint. *See* Motion for Default Judgment to Amended Complaint at I&E Exh. 1.

35. A notice to plead accompanied the Amended Complaint.

36. Respondent did not file an Answer or otherwise plead to the Amended Complaint.

37. On April 7, 2026, I&E filed and served a Motion for Default Judgment to Amended Complaint.

38. A notice to plead accompanied the Motion for Default Judgment to Amended Complaint.

39. Respondent did not file a response to the Motion for Default Judgment to Amended Complaint.

DISCUSSION

Jurisdiction and Authority

Section 501 of the Public Utility Code (Code) grants the Commission authority to supervise and regulate all public utilities doing business in the Commonwealth and requires all public utilities to comply with regulations and orders. 66 Pa.C.S. § 501. Section 701 of the Code grants the Commission jurisdiction and authority to file a complaint against a public utility for violation of the Code, any regulation or order of the Commission. 66 Pa.C.S. § 701. Section 1101 of the Code provides that it shall be unlawful for a proposed public utility to begin to offer, render, furnish, or supply service within the Commonwealth prior to approval of its application. 66 Pa.C.S. § 1101.

I&E is the Commission's bureau established to take enforcement actions against public utilities and other entities subject to the Commission's jurisdiction. 66 Pa.C.S. § 308.2(a)(11); *see also Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Opinion and Order entered Aug. 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E).

The Commission has authority to hear and determine complaints for unauthorized operation by motor carriers pursuant to Section 3310 of the Code. 66 Pa.C.S. § 3310. Section 3310 provides in pertinent part as follows:

(a) General rule.--Any person or corporation operating as a motor carrier or as a common carrier by airplane, and any operator or employee of such carrier, and any person or corporation operating as a broker, without a certificate of public convenience, permit or license, authorizing the service performed, as required by this part, shall be guilty of a summary offense, and any subsequent offense by such person or corporation shall constitute a misdemeanor of the third degree.

(b) Transportation of household property violations.--Any person or corporation operating as a common carrier under paragraph (2)(ii) of the definition of “common carrier by motor vehicle” in section 102 (relating to definitions) or contract carrier by motor vehicle under paragraph (1)(ii) of the definition of “contract carrier by motor vehicle” in section 2501(b) (relating to declaration of policy and definitions) in violation of this title shall be ordered to pay an administrative penalty as prescribed in subsection (c).

66 Pa.C.S. § 3310(a), (b).

Motion for Default Judgment

Commission regulations provide that a Respondent failing to file an answer within the applicable period may be deemed in default, and relevant facts stated in the pleadings may be deemed admitted. 52 Pa. Code § 5.61(c); *see also Pa. Pub. Util. Comm'n v. Glenn's Inc.*, Docket No. C-2014-2413366 (Opinion and Order entered Aug. 3, 2015). The Commonwealth Court has also upheld the Commission's authority to sustain complaints that are not answered within twenty days. *Fusaro v. Pa. Pub. Util. Comm'n*, 382 A.2d 794 (Pa. Cmwlth. 1978).

As Respondent failed to file an answer or otherwise plead to the complaint or the motion, the Motion for Default Judgment to Amended Complaint will be granted and the averments in the complaint are deemed to be admitted by Respondent. 52 Pa. Code § 5.61(c).

Disposition

Among the relevant facts deemed admitted are: (1) Respondent does not possess, nor has it ever been issued, a certificate of public convenience, permit, or license by the Commission authorizing transportation of household property between points within the Commonwealth; (2) Respondent has been a registered domestic limited liability company in the Commonwealth of Pennsylvania since March 20, 2019; and (3) Respondent held itself out through advertising the transport of household goods between points within the Commonwealth for compensation when, *inter alia*: (a) on or about December 12, 2024, Officer Ebersole placed a telephone call to Respondent at 814-533-1675 and inquired about moving services between two points in Johnstown, Cambria County, for a one-bedroom apartment and a representative of Truck & Muscle Moving LLC, provided that the cost would be \$175 per hour with a two-hour minimum and Respondent would provide the transportation; (b) on or about May 9, 2025, Officer Smith placed a telephone call to Respondent and a male answered the call stating, “Truck and Muscle Moving” and provided a rate of \$175 per hour for a minimum two hours plus a \$50 deposit required prior to scheduling; and (c) on or about January 24, 2025, Officer Ebersole collected Respondent’s business card from Sheetz at 208 Haynes Street, Johnstown, PA.

As previously set forth in this decision, Section 3310(a) of the Code establishes that it is a violation for any person or corporation to operate as a motor carrier without a certificate of public convenience, permit or license, authorizing the service performed. 66 Pa.C.S. § 3310. Motor carrier is defined as, “[a] common carrier by motor

vehicle, and a contract carrier by motor vehicle. The term does not include a transportation network company or a transportation network company driver.” 66 Pa.C.S. § 102. A common carrier by motor vehicle is defined, in part, as follows:

(1) Any common carrier who or which holds out or undertakes the transportation of passengers or property, or both, or any class of passengers or property, between points within this Commonwealth by motor vehicle for compensation, whether or not the owner or operator of such motor vehicle, or who or which provides or furnishes any motor vehicle, with or without driver, for transportation or for use in transportation of persons or property as aforesaid.

(2) The term includes:

(i) Common carriers by rail, water, or air, and express or forwarding public utilities insofar as such common carriers or such public utilities are engaged in such motor vehicle operations.

(ii) A person that holds itself out to provide or furnish transportation of household property between residential dwellings within this Commonwealth by motor vehicle for compensation, owns or operates the motor vehicle and provides or furnishes a driver of the motor vehicle with the transportation.

66 Pa.C.S. § 102.

By holding itself out to provide transportation services of household goods for compensation without possessing a certificate of public convenience to provide that service, Respondent violated Sections 1101 and 3310 of the Code. 66 Pa.C.S. §§ 1101, 3310(a), (b).

Administrative Penalty

Section 3301(c) of the Code requires that “[t]he amount of the administrative penalty under subsection (b) shall be \$5,000 for a first violation and \$10,000 for a second or subsequent violation.” 66 Pa.C.S. § 3310(c). Thus, I&E’s requested administrative penalty of \$5,000 for this violation, as this is Respondent’s first violation under Section 3310 of the Public Utility Code, will be ordered below.

CONCLUSIONS OF LAW

1. The Commission has authority and jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. §§ 501, 701.
2. Commission regulations provide that a Respondent failing to file an answer within the applicable period may be deemed in default, and relevant facts stated in the pleadings may be deemed admitted. 52 Pa. Code § 5.61(c); *Pa. Pub. Util. Comm’n v. Glenn’s Inc.*, Docket No. C-2014-2413366 (Opinion and Order entered Aug. 3, 2015).
3. The Commission has authority to sustain complaints that are not answered within twenty days. *Fusaro v. Pa. Pub. Util. Comm’n*, 382 A.2d 794 (Pa. Cmwlth. 1978).
4. Respondent is deemed to be in default by failing to answer or otherwise plead to the complaint and the relevant facts therein are deemed admitted. 52 Pa. Code § 5.61(c).
5. It is unlawful for a proposed public utility to begin to offer, render, furnish, or supply service within the Commonwealth prior to approval of its application. 66 Pa.C.S. § 1101.

6. A person or corporation may not operate as a motor carrier without a certificate of public convenience, permit or license, authorizing the service performed. 66 Pa.C.S. § 3310(a).

7. Respondent is deemed to be in default by failing to answer or otherwise plead to the complaint and the relevant facts therein are deemed admitted. 52 Pa. Code § 5.61(c).

8. The facts deemed admitted support that Respondent violated Sections 1101 and 3310 of the Public Utility Code by holding itself out to transport household goods as a motor common carrier between points in Pennsylvania for compensation. 66 Pa.C.S. §§ 1101, 3310(a), (b).

9. The Public Utility Code provides that the first violation of Section 3301(b) warrants a \$5,000 administrative penalty. 66 Pa.C.S. § 3301(c).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Motion for Default Judgment filed by the Commission's Bureau of Investigation and Enforcement against Truck & Muscle Moving LLC at Docket No. C-2025-3058403 is granted.

2. That the Formal Complaint filed in Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement v. Truck & Muscle Moving LLC at Docket No. C-2025-3058403 is sustained.

3. That, within thirty (30) days of the entry date of a Final Order in this matter, Truck & Muscle Moving LLC shall remit \$5,000.00, payable by certified check or money order, to “Commonwealth of Pennsylvania” and sent to:

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

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

5. That, if Truck & Muscle Moving LLC fails to make the payment required by Ordering Paragraph No. 3, above, within thirty (30) days of the entry date of the Commission’s Final Order, the Commission shall refer this matter to the Pennsylvania Office of Attorney General for collection of the total set forth above and any other appropriate action.

6. That after Truck & Muscle Moving LLC remits the \$5,000.00 as required by Ordering Paragraph No. 3, the Secretary’s Bureau shall mark Docket No. C-2025-3058403 as closed.

Date: June 15, 2026

/s/
Emily A. Farren
Administrative Law Judge